



**Bryant City Council
Regular Meeting**
Thursday, February 27, 2014
7:00 PM
Boswell Municipal Complex - City Hall Courtroom

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- Approval of the January 23, 2014 Regular City Council Meeting Minutes
- Approval of the January 31, 2014 Special City Council Meeting Minutes

Documents: [01232014RCCMM.pdf](#), [01312014SCCMM.pdf](#)

APPROVAL OF FINANCIAL REPORTS

- Approval of the January 2014 Year-to-date General, Streets, and Other Financial Report - *Attachments in progress*
- Approval of the January 2014 Year-to-date Water/Wastewater Financial Report - *Attachments in progress*

COMMITTEE And COMMISSION REPORTS

- F&P Committee Report presenter Chairman Mayor Jill Dabbs
- W/WW Committee Report presenter Liaison Alderman Chandler
- Parks Committee Report presenter Liaison Alderman Randy Cox
- Planning Commission Report presenter Liaison Alderman Rob Roedel
- Streets Operations Meeting presenter Liaison Alderman Adrian Henley
- Mayor's Youth Advisory Council presenter Gray Orman, MYAC president

- Keep Bryant Beautiful presenter Meagan Vanderpool or Linda Chandler
- Bryant Historical Society presenter Patsy Kuhn or Debbie Broadway

DEPARTMENT REPORTS

- *Department Reports are given on a quarterly basis unless otherwise requested*

ANNOUNCEMENTS And PRESENTATIONS

City Of Bryant Volunteer Of The Year Finalist And Nominees

Honor nominees and winner of the Bryant Volunteer of the Year for 2013

Recognition Of Nationally Ranked Bryant Hornets Varsity Cheer And Dance Teams

Reappointment Of Parks Committee Members

City Council Affirmation of Reappointing the following Parks Committee Members:

- Amanda Jolly, Ward 1, Position 1
- Carolann Boone, Ward 3, Position 1
- Joyce Boswell, Ward 4, Position 1

Information For Veterans On Filing DD-214

Patrick Rhodes, Deputy Circuit Clerk of the Saline County will give information on the importance of filing DD-214's and how the filing should be completed through this county office.

PUBLIC COMMENTS

- *Public Comments should be limited the three (3) minutes per speaker*

OLD BUSINESS

Finance Department

Presenter: Esther McCallum, Finance Coordinator

1. Budget Clarification on Merit Increases - *For Information Only*

City Council Requested Items

Requested by Alderwoman Miller

2. SECOND READING: An Ordinance Amending Ordinance No. 2005-27, Regarding the Procedure for the Purchasing of Property and Services in the City of Bryant, Arkansas; and for other purposes

Requested by Alderman Henley

3. Update and Discussion Regarding New Fire Stations

Documents: [BiddingOrdinance2014v2.pdf](#)

NEW BUSINESS

Animal Control

Presenter: Tricia Power, Animal Control Director

1. Request to approve the use of TicketRiver.com for selling tickets to enter the Fur Ball Gala, as well as future events for the City of Bryant, when offering online ticket sales would be feasible.
2. Requesting approval of a Memorandum of Understanding between the City of Bryant, Department of Animal Control and Funds 2 Orgs to hold a shoe drive to benefit the Bryant Dog Park.

Documents: [TRiverTOS.pdf](#), [MOUCOB.pdf](#)

Legal Department

Presenters: Chris Madison, City/Staff Attorney and Ryan Bowman Friday, Eldredge, and Clark, LLP.

3. Ordinance authorizing the net collections of the .125% sales tax to be used (A) to acquire, construct, improve, expand, equip, furnish, operate and maintain new or existing park and recreational facilities, including parking, landscaping, signage, drainage, lighting, concession, road and utility improvements related thereto; (B) to pay and secure the repayment of bonds issued by the city from time to time to finance park and recreational improvements and (C) to pay and secure the repayment of Bonds approved at an election held on May 20, 2014 and issued by the City to finance street improvements. (Item No. 1 of the attached packet) (attached as prkstrtbondpckt)
4. Resolution calling for Ordinance No. ____ (item 1 above); that the .125% sales and use tax be used for those purposes identified in Ordinance No. ____ (item 1 above). (Item No. 2 of the attached packet) (attached as prkstrtbondpckt)
5. Ordinance Calling a special election in the City of Bryant, Arkansas on the question of issuing bonds under Amendment No. 62 to the Constitution of the State of Arkansas for the purpose of refinancing and financing all or a portion of the cost of capital improvements; levying a one-half of one percent (.5%) sales and use tax for the sole purpose of retiring such bonds and prescribing other matters pertaining thereto. (Item No. 3 of the attached packet) (attached as prkstrtbondpckt)
6. Resolution regarding Street Improvements - Identifying that proceeds of the Street Bond, if approved by voters, will first be used to finance improvements to Boone Road, from Reynolds Road to Mt. Carmel Road (the "Boone Road Project"). If there are proceeds of the Street Bonds remaining after the Boone Road Project has been completed in full, the remaining proceeds will be used to finance other Street Improvements approved by the City Council. (Item No. 4 of the attached packet) (attached as prkstrtbondpckt)
7. Resolution Regarding Park and Recreational Improvements - Proceeds from the Park and Recreational bonds, will be first applied to finance the costs of park and recreational improvements heretofore recommended by the Parks Committee of Bryant for improvements at Midland Park, Alcoa Park, Mills Park, and Bishop Park, including improvements to the Center at Bishop Park, improvements to the senior adult center and youth activity center at Bishop Park, improvements to baseball, softball and soccer fields and any necessary parking, landscaping, signage, drainage, lighting, concession, road and utility improvements related thereto. If proceeds from the Park and Recreational Bonds remain after the above listed improvements, the remaining funds, if any, will be utilized to finance other park and recreational improvements approved by the City Council. (Item No. 5 of the attached packet) (attached as prkstrtbondpckt)

8. Resolution Authorizing the Issuance of refunding bonds by the City of Brant, Arkansas to refund certain outstanding bonds; and prescribing other matters pertaining thereto. (Item no. 6 of the attached packet) (attached as prkstrtbondpckt)

9. Resolution of Intent regarding Firefighting Facility Improvements - Resolution authorizing the refunding of certain expenses prepaid by the City in furtherance of building two new fire stations out of the proceeds from the issuance of Bonds approved at a special election held November 12, 2013. (attached hereto as BFDreimres) (Fire station project expenses, attached as FDexptodate)

Documents: [prkstrtbondpckt.pdf](#), [BFDreimres.pdf](#), [FDexptodate.pdf](#)

Parks Department

Presenter: Derek Phillips, Parks Department Director

10. Mills Pool Fee Schedule - *Recommended by Parks Committee and Finance and Personnel*

11. New GL account for Disc Golf Fundraising - *Recommended by Parks Committee and Finance and Personnel*

12. Military and College Memberships for Six Months - *Recommended by Parks Committee and Finance and Personnel* - \$60.00 to be paid upfront for membership and must show proof of military ID or college enrollment for current semester

13. College Membership for Three Months - *Recommended by Parks Committee and Finance and Personnel* - \$30.00 to be paid upfront and student will need to show proof of college enrollment for current semester

14. Bryant Athletic Association Use Agreement 2014

15. Bryant Softball Association Use Agreement 2014

16. Bryant Soccer Club Use Agreement 2014

17. Bryant Senior Adult Center Contract and Use Agreement 2014

18. Boys and Girls Club Use Agreement 2014

19. Special Olympic Use Agreement 2014 - *Recommended by Parks Committee*

20. Barracuda Use Agreement 2014 - *Recommended by Parks Committee*

Documents: [MillsPoolFee2014.pdf](#), [BAA-JUA2014-2.pdf](#), [BSA-JUA2014-2.pdf](#), [BSC-JUA2014-2.pdf](#), [BSACagree2014.pdf](#), [BGCUseAgree2014.pdf](#), [SOUseAgree2014.pdf](#), [Barracuda2014.pdf](#)

Public Works Department - Streets

Presenter: Monty Ledbetter, Public Works Director

21. Series 2008 Capital Improvement Revenue Bonds

22. Series 2008 Water and Sewer Refunding Revenue Bonds

Documents: [08StRevBonds.pdf](#), [08WtrSwrRevBonds.pdf](#)

Public Works Department - Wastewater

Presenter: Monty Ledbetter, Public Works Director

23. Collegeville Sewer-request to connect new sewer system and pump station to Bryant's sewer system at NO COST TO CITY

24. SCADA System - Ordinance waiving competitive bidding for Agreement with Jack Tyler Engineering to install sole source SCADA technology in sewer pump stations

Documents: [CollegevilleRequest.pdf](#), [Wvecompbidscada.pdf](#), [SCADAProposal.pdf](#)

MAYOR COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

210 SW 3rd St.
Bryant. AR 72022
[\(501\)943-0999](tel:(501)943-0999)



**City of Bryant
Bryant City Council
Regular Meeting Minutes**

1/23/2014 - Minutes

CALL TO ORDER

Mayor Dabbs called the meeting to order at 7:00 PM.

INVOCATION

Alderman Cox offered the invocation.

PLEDGE OF ALLEGIANCE

Clerk McKim was directed to call the roll to establish a quorum was present.

Aldermen Present: Michael Chandler, Randy Cox, Scott Curtis, Adrian Henley, Brenda Miller, Rob Roedel, and Wade Permenter

Aldermen Absent: Steve Gladden

APPROVAL OF MINUTES

Approval of the December 19, 2013 Regular City Council Meeting Minutes

Action: Alderman Permenter made a motion to approve and Alderman Roedel seconded. Motion carried by voice vote - 7 Yeas.

Approval of the January 16, 2014 Special City Council Meeting Minutes

Action: Alderman Curtis made a motion to approve and Alderwoman Miller seconded. Motion carried by voice vote - 7 Yeas.

ANNOUNCEMENTS And PRESENTATIONS

Jump Start Meetings and Presentations to be held the week of February 3, 2014

Mayor Dabbs offered to move Item #1 of NEW BUSINESS up on the agenda out of courtesy to Attorney Mike Mosley.

1. *Hall v. City of Bryant* - Discussion and Approval of Proposed Settlement Agreement

Action: Alderman Roedel made a motion to approve the settlement agreement as proposed, Alderman Chandler seconded. Motion carried by voice vote - 7 Yeas.

COMMITTEE And COMMISSION REPORTS

None were presented.

DEPARTMENT REPORTS

None were presented.

PUBLIC COMMENTS

Mr. Steve Glenn, on behalf of the Bryant Athletic Association, asked for clarification as to when the work would begin on the fences in connection with the Hall v. City of Bryant settlement. Mayor Dabbs and Parks Director Derek Phillips assured Mr. Glenn they would work around baseball and softball schedules.

OLD BUSINESS

Planning And Community Development Department

Presenter: Dave Green, Planning Director

1. **SECOND READING:** An Ordinance to rezone a certain tract of land from C-1 Commercial to R-1 Residential in the 200 block of Walnut Street

Director Green explained a complain had been received regarding the notification, not on the actual ordinance, and all legal requirements had been met by the City. Mr. Charlie Best representing the engineering firm requested that Council move forward on this Ordinance.

Action: Alderman Cox made a motion to suspend the rules and place ordinance on second reading by title only, Alderman Chandler seconded. Motion carried by voice vote - 6 Yeas, with Alderman Curtis voting No.

Alderman Chandler made a motion to adopt Ordinance 2014-01 and Alderman Roedel seconded. After a roll call vote, motion carried - 6 Yeas, with Alderman Curtis voting No.

NEW BUSINESS

Legal Department

1. Hall v. City of Bryant

Mayor Dabbs moved this item to the first item on the agenda (see above).

Finance Department

Presenter: Esther McCallum, Finance Coordinator

2. Discussion and Approval of Proposed 2014 Operating Budget for the City of Bryant

Mayor Dabbs moved this item to the last item on the agenda (see below).

City Council Requested Items

Requested by Alderwoman Brenda Miller

3. **FIRST READING:** An Ordinance Amending Ordinance ____ Establishing a Procedure for the Purchasing of Property and Services in the City of Bryant, Arkansas, and for other purposes.

Action: After lengthy discussion, Alderwoman Miller made a motion to suspend the rules and place ordinance on first reading by title only, as amended removing Section 4. Alderman Henley seconded the motion. Motion carried by voice vote - 7 Yeas.

Alderman Miller made a motion to suspend the rules and place on second and third reading by title only, Alderman Henley seconded. After a roll call vote, motion failed.

Voting Yes: Aldermen Henley and Miller

Voting No: Aldermen Chandler, Cox, Curtis, Roedel, and Permenter

Requested by Alderman Henley

4. Discussion regarding Certificate of Deposits

Action - No action taken - Council requested notification in the future if a CD is to be cashed/transferred.

Requested by Alderman Miller

5. Executive Session for the purpose of discussing the hiring and firing of employees and/or disciplinary action

EXECUTIVE SESSION BEGAN - 7:58 PM

MEETING RESUMED - 8:12 PM

NO ACTION TAKEN AS A RESULT OF EXECUTIVE SESSION.

Back to Item 2 - Discussion and Approval of proposed 2014 Operating Budget for the City of Bryant

Action: After lengthy discussion, Alderman Cox made a motion to table this item and hold a special meeting before February 1, 2014, Alderman Miller seconded. Motion carried - 7 Yeas.

Alderman Miller made a motion to suspend the rules to add an item to the agenda, Alderman Curtis seconded. Motion carried - 7 Yeas.

Alderman Miller made a motion to take a vote of no confidence in Mayor Dabbs, Alderman Curtis seconded. After discussion and a roll call vote, motion carried.

Voting Yes: Aldermen Cox, Curtis, Henley, Miller, and Permenter

Abstaining: Aldermen Chandler and Roedel

Absent: Alderman Gladden

MAYOR COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

210 SW 3rd St.
Bryant, AR 72022
[\(501\)943-0999](tel:5019430999)



**City of Bryant
Bryant City Council
Special Meeting Minutes**

1/31/2014 - Minutes

CALL TO ORDER

Mayor Dabbs called the meeting to order at 6:08 PM.

Clerk McKim called the roll to establish a quorum was present.

Aldermen Present: Michael Chandler, Randy Cox, Steve Gladden, Adrian Henley, Brenda Miller, Rob Roedel, and Wade Permenter

Aldermen Absent: Scott Curtis

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Ms. Rae Ann Fields, Director of the Bryant Chamber of Commerce, thanked the elected officials for their service, and stated that the Bryant Chamber still feels it is very important that the Council consider a route I-30 South at Raymar.

Mr. Danny Steele, resident of Ward 1, as representing citizens in his Ward, stated their opposition to Raymar South. Additionally, Mr. Steele read a written statement concerning FOIA requests he had previously submitted to the City.

OLD BUSINESS

No old business was addressed.

NEW BUSINESS

Finance Department

Presenter: Esther McCallum, Finance Coordinator

1. Approval of a Resolution Providing for the Adoption of a Budget for the City of Bryant for the Twelve Month Period Beginning January 1, 2014 and Ending December 31, 2014

Action: After several questions and a lengthy discussion, Alderwoman Miller and Alderman Roedel noted a few corrections that needed to be made to the budget. Mayor Dabbs directed the Finance Department to make the line item corrections (during the meeting). Alderman Henley presented two alternative 2014 budgets for Council consideration. After further discussion, Alderman Roedel made a motion to refer Alderman Henley's two alternative budgets to the next Finance and Personnel meeting for cross-reference and discussion. Alderman Cox seconded the motion. Motion carried by voice vote - 7 Yeas.

Mayor Dabbs called for a recess - 6:53 PM

Mayor Dabbs called meeting back to order - 7:06 PM

Alderman Cox made a motion to adopt Resolution 2014-02 as corrected and amended. Alderman Roedel seconded the motion. Motion carried by voice vote - 6 Yeas, with Alderman Henley voting No.

2. Approval of a Resolution Providing for the Adoption of a Budget for the Water Department of the City of Bryant, Arkansas for the Twelve Month Period Beginning January 1, 2014 and Ending December 31, 2014, Appropriating Money for each Item of Expenditure therein provided for, and for other purposes

Action: Alderman Cox made a motion to adopt Resolution 2014-03 as corrected and amended. Alderman Chandler seconded the motion. Motion carried by voice vote - 6 Yeas, with Alderman Henley voting No.

City Council Requested Items

Requested by Alderman Henley

3. Report of FOIA Request to Dennis Edwards during his employment with the City of Bryant - *Follow-up to Alderwoman Miller's FOIA of the FOIA Requests*

Action: None

MAYOR COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

Alderman Roedel made a motion to adjourn and Alderwoman Miller seconded. Motion carried.

210 SW 3rd St.
Bryant. AR 72022
[\(501\)943-0999](tel:(501)943-0999)

ORDINANCE NO. 2014 –__

**AN ORDINANCE AMENDING ORDINANCE NO. 2005-27, REGARDING THE
PROCEDURE FOR THE PURCHASING OF PROPERTY AND SERVICES IN THE
CITY OF BRYANT, ARKANSAS; AND FOR OTHER PURPOSES**

WHEREAS, the City of Bryant is a City of the First Class and under Arkansas State Law, Arkansas Code Annotated Sec. 14-58-303 vests exclusive authority to purchase all supplies, apparatus, equipment, materials and other things requisite for public purposes in and for the city and to make all necessary contracts for work or labor to be done or material or other necessary things to be furnished for the benefit of the city, or in carrying out any work or undertaking of a public nature in the city in the Mayor or the Mayor's duly authorized representative;

WHEREAS, The City Council of the City of Bryant adopted Ordinance No. 2005-27 establishing that the Mayor has the exclusive power and responsibility to make purchases of all supplies, apparatus, equipment, materials and other things requisite to public purposes for the City of Bryant, Arkansas and to make all necessary contracts for work or labor to be done, or material or other necessary thing to be furnished for the benefit of the city where the amount of the expenditure for any purchase or contract does not exceed the sum of Twenty Thousand Dollars \$20,000.00 without requiring competitive bidding, as A.C.A. § 14-58-303 allows; and

WHEREAS, the City Council of the City of Bryant wishes to amend Ordinance No. 2005-27, reducing the amount from Twenty Thousand Dollars (\$20,000.00) before competitive bidding is required to a lesser amount of Ten Thousand Dollars (\$10,000.00).

NOW THEREFORE, IT BE ORDINATED BY THE CITY COUNCIL OF THE CITY OF BRYANT, THAT ORDINANCE NO. 2005-27 IS AMENDED AS FOLLOWS:

SECTION 1. The Mayor, or his/her duly authorized representative, shall have exclusive power and responsibility to make purchases of all supplies, apparatus, equipment, materials and other things requisite to public purposes for the City of Bryant, Arkansas and to make all necessary contracts for work or labor to be done, or materials or other necessary things to be furnished for the benefit of the city where the amount of the expenditure for any purchase or contract does not exceed the sum of Ten Thousand Dollars (\$10,000.00). (A.C.A. 14-58-303(b) (1) (A)).

SECTION 2. Where the amount of expenditure for any purchase or contract exceeds the sum of Ten Thousand Dollars (\$10,000), the Mayor, or his/her duly authorized representative, shall invite competitive bids thereon by legal advertisement in any local newspaper. Bids

received pursuant to said advertisement shall be opened and read on the date set for receiving said bids in the presence of the Mayor, or his duly authorized representative. The contract may be awarded to the lowest responsible bidder; however, the Mayor or his representative may reject any and all bids received. (A.C.A. 14-58-303 (b) (2) (A) (i) (ii) (iii).

SECTION 3. The Mayor, or his/her representative, may approve for payment out of any funds previously appropriated for that purpose or disapprove any bills, debts or liabilities asserted as claims against the city when funds on hand are adequate to pay such bills, or debts or liabilities. That the payment or disapproval of any bills, debts or liabilities not covered by a previous appropriation shall require confirmation of the governing body. (A.C.A. 14-58-305(a) (b)).

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 5. The City Council believes that an emergency exists and hereby declares an emergency, placing this Ordinance in full force and effect immediately upon its passage and approval.

PASSED AND APPROVED this the _____ day of _____, 2014.

Jill Dabbs, Mayor

ATTEST:

Heather McKim, City Clerk

Ticket River terms of service

The gist

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Cheers!

The Ticket River Crew

Terms & conditions of use

Ticket River is a wholly owned business unit of Elk River Systems, Inc. Ticket River is incorporated in the United States and is a business unit of Elk River Systems, Inc., a US-based Company. We are located at the following address:

Elk River Systems

920 Technology Blvd, Suite H

Bozeman, MT 59718 U.S.A.

Toll free number: 1-888-771-0809

By using this website, you accept to the following Terms & Conditions of Use.

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to disseminate any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or in any way that might infringe third party rights or that might bring TicketRiver.com into disrepute.

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We will use reasonable endeavors to ensure that the website does not contain or promulgate any viruses or other malicious code. However, Ticket River recommends that you should virus check all materials downloaded from the website and regularly check for the presence of viruses and other malicious code. We exclude fully permitted by

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You may not use this trademark or tradename or trade dress unless explicitly permitted by Ticket River.

Refund Policies

Before purchasing your tickets, it is your responsibility to carefully review all aspects of the event (dates, pricing, charges, seat selection, etc.). We will not issue any refunds or exchanges because you failed to review this information and will not issue any refunds for any lost, stolen, destroyed, or damaged tickets. It is the sole responsibility of the event organizer to issue all refunds and buyers must request refunds from the organizer. All communications of disputes regarding refunds are between the organizer and buyer and Ticket River will not be responsible or liable.

All communications and disputes regarding chargebacks and refunds are solely between the event host and the ticket buyer. Ticket River will not be responsible or liable in any way for chargeback disputes or refunds in connection with the Buyer's use of the services.

If an event is cancelled Ticket River will refund the face value of tickets purchased minus service and payment processing fees which will not be refunded. Ticket River will not be able to issue refunds until any outstanding balance and/or refunds are fully compensated by the event host.

Payment processing information

After examination of several online payment services, we feel that PayPal is the most beneficial to our users due to their reliability, security, and ease of use. When purchasing tickets, Ticket River requests that you use Ticket River payment processing or PayPal to complete your transaction. If you choose PayPal, collections are made by you (event host) directly. While PayPal is a great online payment service provider, please note that they are independent of Ticket River and we make no guarantee for their actions, performance, or lack thereof.

Compliance with Laws

Certain state, country, and city laws may regulate the sale or purchase of tickets to events. It is your responsibility as an event host to meet the terms of these laws and Ticket River will not be responsible for your failure to comply.

Account information

On certain parts of this website we will ask you to register and provide certain information about yourself and where you do this you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the relevant registration form (such information being the "Account Data") and (b) maintain and promptly update the Account Data to keep it true, accurate, current and complete.

As described in the Privacy Policy, we use personal information to make our user and customer experience easier and more efficient, to store your files, images, and text securely to your account and to enable secure orders and transactions which are accurate.

Our use of Account Data and certain other information about you is subject to our Privacy Policy.

Your username and password

The registration processes on this website will involve you being allocated with a unique username and/or password that gives you access to your website account. You are responsible for maintaining the confidentiality of your username and password, and are fully responsible for all activities that occur through your website account. You agree to (a) immediately notify us if you become aware of any unauthorized use of your password or website account or any other breach of security by sending an appropriately worded email to support@ticketriver.com and (b) ensure that you exit from your website account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements.

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You may not place on the site any material belonging to any person (or any material where the rights belong to any person) other than yourself without the prior written consent of the owner of it.

You may not place on the site any material where the use by Ticket River, or any third party licensed or permitted by Ticket River, will give rise to any third party claims.

You may not place any links on the website where those links take users to an unlawful site.

You may not place on the website any material that authorizes, enables or encourages the dissemination of junk mail or chain letters.

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While we do not pre-screen submissions placed on our event pages, we do have the right (but not the obligation) at our sole discretion to review, edit, move or delete any material submitted.

Ticket River accepts no responsibility for any statements, material or other submissions placed on our site by you or any third party, or for any loss or damage resulting from your breach of these.

Removal of content

We will not view, edit or pre-screen any user content added and therefore, unless we are specifically notified of the nature of any item of content, you cannot assume that we are responsible for having made it available on the website. We, and others that we designate, shall have the right (but not the obligation) at our sole discretion to refuse or remove any content that is posted to, or available on, the website generally without the need to give any reasons for doing so.

No resale of service

You agree not to reproduce, copy, or resell any portion of the service for any commercial purposes. You agree that you are authorized only to view the site for your own personal use.

Rules of acceptable use

You agree to indemnify Ticket River, its associated company, Elk River System, Inc., and its representatives and employees from any and all claims and liabilities (including legal fees) which arise from content, including events, you add to site or otherwise from your breach of our Rules of Acceptable Use.

You may only become a registered user of the website if you are 16 years or older. We accept no liability if you misrepresent your age in order to access these pages.

Severability

In the event that any term of these Terms & Conditions of Use is held to be invalid or unenforceable, the remainder of these Terms & Conditions of Use shall remain valid and enforceable.

Variation of these terms & conditions of use

Ticket River reserves the right to vary these Terms & Conditions of Use from time to time. Such variations become effective immediately upon the posting of the varied Terms & Conditions of Use on the website. By continuing to use the website you will be deemed to accept such variations.

General

Nothing in these Terms & Conditions of Use shall restrict or exclude any liability that we have to any party which cannot be excluded by law and in particular, and notwithstanding any term of these Terms & Conditions of Use, our liability for death or personal injury caused by our negligence shall not be limited or excluded in any way.

Governing law and jurisdiction

All terms herein are under the jurisdiction of the laws of the United States.

U.S. law shall govern these Terms & Conditions of Use.

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MEMORANDUM OF UNDERSTANDING – Flash Drive

FD-140137

FUNDS2ORGS, LLC AND CITY OF BRYANT, DEPARTMENT OF ANIMAL CONTROL

EIN # 71-0388108

This Memorandum of Understanding (“MOU”) is entered into February 7, 2014, by and between FUNDS2ORGS, LLC, a Florida limited liability company, whose address is 520 N. Semoran Blvd., Suite 200, Orlando, FL 32807 (“F2O”), and City of Bryant, a municipal corporation under the law of Arkansas, d/b/a Department of Animal Control, whose address is 25700 I-30 N., Bryant, AR 72022 (“DOAC”).

WHEREAS, DOAC and F2O wish to engage in a strategic affiliation during which F2O will coordinate fundraising events to collect new and gently worn used shoes.

NOW, THEREFORE, in accordance with the foregoing, the parties agree as follows:

- 1) Term: This MOU shall begin on April 1, 2014 and remain in effect 90 days after.
- 2) F2O agrees to:
 - Work with DOAC on planning the shoe drive
 - Pay DOAC \$.40 per pound for new and gently worn used shoes collected within 48 hours of receipt.
 - F2O to provide a starter kit with 100 clear trash bags (33 gallons, 1.2 M) and 2500 rubber bands.
 - Provide transportation for the new and gently worn used shoes by F2O logistics team; if under 5,000lbs then DOAC shall pay a fee of \$200.00 and will be deducted from the proceeds of the drive.
- 3) DOAC agrees to:
 - Promote the shoe drives utilizing their brand and benefit for their organization via collecting new and gently worn used shoes.
 - Collect new and gently worn used shoes and place them in clear trash bags (33 gallons, 1.2 M) tied or rubber banded together. All new and gently worn used shoes should be stored in a dry facility.
 - Report to F2O the bag quantity of new and gently worn used shoes.
 - Consolidate the collected new and gently worn used shoes to a central location to minimize freight expenses for F2O.
 - Pick up location must be accessible by a 53 ft. truck/trailer.
 - At pick up, loading must occur with 2 hours or an additional \$100 per hour fee will be charged against payment.
 - Collect an average of 300 bags of new and gently worn used shoes with an average of 25 pairs per bag or an average of 7,500 lbs.

4) Targeted Fundraising Amounts

F2O and DOAC agree that the target amount to be obtained by DOAC in the drive is \$3,000.00 and delivered to DOAC.

5) Relationship of Parties. Through this MOU, the parties intend to create only an affiliation with one another for the specific and limited purpose described. Each party will act independently and without supervision from the

other. Nothing in this MOU is intended to create a partnership, agency, or employer/employee relationship. Each party will be responsible for their own liabilities and will hold the other party harmless from any claims of injury, loss or damage resulting from the activities described in this MOU.

6) Entire Agreement. This MOU and the recitals hereto and all exhibits and schedules hereto contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior written or oral agreements of the parties. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this MOU will not be deemed a continuing waiver or a modification thereof and either party may, within the time provided by applicable law, commence appropriate legal proceeding to enforce any or all of such rights. Upon execution via fax, any modifications or additions to the above MOUs will be done with the mutual consent of both parties.

7) Attorney's Fees. The prevailing party in any action taken to enforce such party's rights under this MOU shall be entitled to reasonable attorney's fees and costs from the non-prevailing party.

8) Confidentiality. The terms and conditions other than the existence and duration of this MOU shall be kept strictly confidential by the parties hereto and shall not be disclosed by either party to any third party except: (i) as may be required by any court of competent jurisdiction, governmental agency, law or regulation (in such event, the disclosing party shall notify the other party before disclosing the MOU and shall seek confidential treatment of such terms and conditions); (ii) as part of the normal reporting or review procedure to a party's accountants, auditors, agents, legal counsel, and employees of partners, parent and subsidiary companies, provided such accountants, auditors, agents, legal counsel, and employees of partners, parent and subsidiary companies agree to be bound by this confidentiality provision; (iii) to enforce any of a party's rights pursuant to this MOU; and (iv) with the prior written consent of the other party.

9) Jurisdiction. THIS MOU WILL BE DEEMED TO HAVE BEEN MADE IN ORANGE COUNTY, FLORIDA. THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO WILL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, REGARDLESS OF ANY CONFLICT OF LAW RULES. EACH OF THE PARTIES AGREES THAT ANY AND ALL ACTIONS AND PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY FROM THIS MOU WILL BE LITIGATED IN COURTS HAVING JURISDICTION IN ORANGE COUNTY, FLORIDA. EACH OF THE PARTIES CONSENTS TO THE JURISDICTION OF AND AGREES THAT VENUE IS EXCLUSIVELY PLACED IN ANY COMPETENT COURT LOCATED WITHIN ORANGE COUNTY, FLORIDA.

10) Notices. All notices, requests, consents and other communications under this MOU sent to F2O will be in writing, addressed to the address of F2O address appearing on the first paragraph of this MOU or to another address as F2O may designate in a notice; and will sent by registered mail, return receipt requested, postage prepaid. All notices, requests, consents and other communications under this MOU sent to DOAC will be in writing, addressed to DOAC at the address written below. All notices, requests, consents and other communications under this MOU will be deemed to have been given (a) if made by email or facsimile, at the time that receipt thereof has been personally acknowledged in writing by the receiving party; (b) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service; or (c) if sent by registered mail, on the fifth business day following the day such mailing is made.

IN WITNESS WHEREOF, this MOU has been executed as of the day and year first written above.

"F2O"
FUNDS2ORGS, LLC,
a Florida limited liability company

By: _____
Tom Henderson, Chief Fundraising Strategist

"DOAC"
CITY OF BRYANT
DEPARTMENT OF ANIMAL CONTROL
25700 I-30 N., Bryant, AR 72022

By: _____
Rebecca Fitch, its Drive Coordinator

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2006-15 IN ORDER TO AUTHORIZE THE NET COLLECTIONS OF THE 0.125% SALES AND USE TAX LEVIED WITHIN THE CITY OF BRYANT, ARKANSAS BY ORDINANCE NO. 2006-15 TO BE USED FOR ONE OR MORE OF THE FOLLOWING: (A) TO ACQUIRE, CONSTRUCT, IMPROVE, EXPAND, EQUIP, FURNISH, OPERATE AND MAINTAIN NEW OR EXISTING PARK AND RECREATIONAL FACILITIES, INCLUDING PARKING, LANDSCAPING, SIGNAGE, DRAINAGE, LIGHTING, CONCESSION, ROAD AND UTILITY IMPROVEMENTS RELATED THERETO; (B) TO PAY AND SECURE THE REPAYMENT OF BONDS ISSUED BY THE CITY FROM TIME TO TIME TO FINANCE PARK AND RECREATIONAL IMPROVEMENTS AND (C) TO PAY AND SECURE THE REPAYMENT OF BONDS APPROVED AT AN ELECTION HELD ON MAY 20, 2014 AND ISSUED BY THE CITY TO FINANCE STREET IMPROVEMENTS.

WHEREAS, pursuant to Ordinance No. 2006-15 adopted April 24, 2006 ("Ordinance No. 2006-15"), and an election held July 11, 2006, the City of Bryant, Arkansas (the "City") has levied a City-wide 0.125% sales and use tax (the "Tax"); and

WHEREAS, the City Council has determined that it would be in the best interest of the City to issue bonds to refund the City's outstanding Sales and Use Tax Bonds, Series 2006 and Series 2007, to finance all or a portion of the costs of park and recreational improvements and to finance all or a portion of the costs of improvements to existing streets; and

WHEREAS, it is necessary to amend Ordinance No. 2006-15 to expand the usage of the Tax collections in order for such bonds to be secured by Tax receipts;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bryant, Arkansas:

Section 1. The first WHEREAS clause of Ordinance No. 2006-15 is hereby amended to read as follows:

"WHEREAS, the City Council of the City of Bryant, Arkansas (the "City") has determined that there is a great need for an additional source of revenue to be used for one or more of the following: (a) to acquire, construct, improve, expand, equip, furnish, operate and maintain new or existing park and recreational facilities, including parking, landscaping, signage, drainage, lighting, concession, road and utility improvements related thereto; (b) to pay and secure the repayment of bonds issued by the City from time to time to finance park and recreational

improvements ("Park and Recreational Bonds") and (c) to pay and secure the repayment of bonds approved at an election held on May 20, 2014 and issued by the City to finance street improvements ("Street Bonds"); and"

Section 2. Section 1 of Ordinance No. 2006-15 is hereby amended to read as follows:

"Section 1. Under the authority of the Authorizing Legislation, there is hereby levied a 0.125% tax on the gross receipts from the sale at retail within the City of all items which are subject to the Arkansas Gross Receipts Act of 1941, as amended (A.C.A. §§26-52-101, et seq.), and the imposition of an excise (or use) tax on the storage, use, distribution or other consumption within the City of tangible personal property subject to the Arkansas Compensating Tax Act of 1949, as amended (A.C.A. §§26-53-101, et seq.), at a rate of 0.125% of the sale price of the property or, in the case of leases or rentals, of the lease or rental price (collectively, the "Sales and Use Tax"). The Sales and Use Tax shall be levied, and the net collections received after deduction of the administrative charges of the State of Arkansas and required rebates (the "Net Collections") shall be used solely for one or more of the following: (a) to acquire, construct, improve, expand, equip, furnish, operate and maintain new or existing park and recreational facilities, including parking, landscaping, signage, drainage, lighting, concession, road and utility improvements related thereto; (b) to pay and secure the repayment of Park and Recreational Bonds and (c) to pay and secure the repayment of Street Bonds. The Sales and Use Tax shall be levied and collected on the gross receipts, gross proceeds or sales price in the maximum amount allowed from time to time under Arkansas law, subject to rebates and limitations as from time to time required by Arkansas statutes for certain single transactions."

Section 3. The provisions of this Ordinance are hereby declared to be separable, and if any provision shall for any reason be held illegal or invalid, it shall not affect the validity of the remainder of this Ordinance.

Section 4. Ordinance No. 2006-15, as amended hereby, shall remain and be in full force and effect.

PASSED: February 27, 2014.

ATTEST:

City Clerk

(SEAL)

APPROVED:

Mayor

CERTIFICATE

The undersigned, City Clerk of Bryant, Arkansas, hereby certifies that the foregoing pages are a true and correct copy of Ordinance No. _____, passed at a regular session of the City Council of Bryant, Arkansas, held at the regular meeting place of the City Council at 7:00 o'clock p.m., on the 27th day of February 2014, and that the Ordinance is of record in Ordinance Record Book No. _____, Page _____, now in my possession.

GIVEN under my hand and seal this 27th day of February, 2014.

City Clerk

(SEAL)

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Bryant, Arkansas (the "City") has passed Ordinance No. _____ on February 27, 2014 ("Ordinance No. _____"); and

WHEREAS, the City Council desires to refer Ordinance No. _____ to the voters for approval or rejection;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bryant, Arkansas:

Section 1. That there is hereby called a special election to be held on May 20, 2014, at which election there shall be submitted to the electors of the City the question of whether Ordinance No. _____ shall be approved or rejected.

Section 2. That the question of approving or rejecting Ordinance No. _____ shall be placed on the ballot in substantially the following form:

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2006-15 IN ORDER TO AUTHORIZE THE NET COLLECTIONS OF THE 0.125% SALES AND USE TAX LEVIED WITHIN THE CITY OF BRYANT, ARKANSAS BY ORDINANCE NO. 2006-15 TO BE USED FOR ONE OR MORE OF THE FOLLOWING: (A) TO ACQUIRE, CONSTRUCT, IMPROVE, EXPAND, EQUIP, FURNISH, OPERATE AND MAINTAIN NEW OR EXISTING PARK AND RECREATIONAL FACILITIES, INCLUDING PARKING, LANDSCAPING, SIGNAGE, DRAINAGE, LIGHTING, CONCESSION, ROAD AND UTILITY IMPROVEMENTS RELATED THERETO; (B) TO PAY AND SECURE THE REPAYMENT OF BONDS ISSUED BY THE CITY FROM TIME TO TIME TO FINANCE PARK AND RECREATIONAL IMPROVEMENTS AND (C) TO PAY AND SECURE THE REPAYMENT OF BONDS APPROVED AT AN ELECTION HELD ON MAY 20, 2014 AND ISSUED BY THE CITY TO FINANCE STREET IMPROVEMENTS.

FOR Ordinance No. _____

AGAINST Ordinance No. _____

Section 3. That the election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for municipal elections and only qualified voters of the City shall have the right to vote at the election.

Section 4. That the results of the election shall be proclaimed by the Mayor and the Proclamation shall be published one time in a newspaper having a general circulation in the City, which Proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the courts within thirty days after the date of publication.

Section 5. That a copy of this Resolution shall be (a) filed with the Saline County Clerk at least 70 days prior to the election date and (b) given to the Saline County Board of Election Commissioners so that the necessary election officials and supplies may be provided.

Section 6. That the Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed do any and all things necessary to call and hold the special election as herein provided.

PASSED: February 27, 2014.

ATTEST:

APPROVED:

City Clerk

Mayor

(SEAL)

CERTIFICATE

The undersigned, City Clerk of Bryant, Arkansas, hereby certifies that the foregoing pages are a true and correct copy of Resolution No. _____, passed at a regular session of the City Council of Bryant, Arkansas, held at the regular meeting place of the City Council at 7:00 o'clock p.m., on the 27th day of February, 2014, and that the Resolution is of record in Resolution Record Book No. _____, Page _____, now in my possession.

GIVEN under my hand and seal this 27th day of February, 2014.

City Clerk

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE CALLING A SPECIAL ELECTION IN THE CITY OF BRYANT, ARKANSAS ON THE QUESTIONS OF ISSUING BONDS UNDER AMENDMENT NO. 62 TO THE CONSTITUTION OF THE STATE OF ARKANSAS FOR THE PURPOSE OF REFINANCING AND FINANCING ALL OR A PORTION OF THE COST OF CAPITAL IMPROVEMENTS; LEVYING A ONE-HALF OF ONE PERCENT (0.5%) SALES AND USE TAX FOR THE SOLE PURPOSE OF RETIRING SUCH BONDS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

WHEREAS, the City Council of the City of Bryant, Arkansas (the "City") has determined that the City is greatly in need of improvements to existing streets, including particularly, without limitation, paving, widening and resurfacing and any trails, utility adjustments, and curb, gutter and drainage improvements related thereto (collectively, the "Street Improvements"); and

WHEREAS, the City Council has also determined that the City is greatly in need of park and recreational improvements, including particularly, without limitation, improvements at Midland Park, Alcoa Park, Mills Park and Bishop Park, improvements to The Center at Bishop Park, improvements to the senior adult center and youth activity center at Bishop Park, improvements to baseball, softball and soccer fields and any necessary parking, landscaping, signage, drainage, lighting, concession, road and utility improvements related thereto (collectively, the "Park and Recreational Improvements"); and

WHEREAS, pursuant to a special election held July 11, 2006, the City has outstanding its Sales and Use Tax Bonds, Series 2006 and its Sales and Use Tax Bonds, Series 2007 (collectively, the "2006 Voter Approved Bonds"); and

WHEREAS, the 2006 Voter Approved Bonds are secured by and payable from collections of a 0.5% City-wide sales and use tax levied pursuant to Ordinance No. 2006-17 of the City adopted April 24, 2006 (the "2006 Tax"); and

WHEREAS, the City Council has determined that the Street Improvements and the Park and Recreational Improvements (collectively, the "Capital Improvements") can be immediately financed without a tax increase if the 2006 Voter Approved Bonds are refunded; and

WHEREAS, the City Council proposes to finance all or a portion of the costs of the refunding of the 2006 Voter Approved Bonds (the "Refunding") and the Capital Improvements by the issuance of capital improvement bonds (the "Bonds") under the authority of Amendment No. 62 to the Constitution of the State of Arkansas ("Amendment 62") and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing

Legislation"), allocated as follows: \$13,555,000 in maximum principal amount for the Street Improvements; \$6,215,000 in maximum principal amount for the Park and Recreational Improvements and \$8,180,000 in maximum principal amount for the Refunding; and

WHEREAS, the City can pay the principal of and interest on the Bonds from the proceeds of a City-wide one-half of one percent (0.5%) sales and use tax to be levied under the authority of the Authorizing Legislation that will replace the 2006 Tax; and

WHEREAS, the City may provide additional funds to pay or to further secure payment of the Bonds if voters of the City authorize collections of the 0.125% sales and use tax levied by Ordinance No. 2006-15, adopted April 24, 2006, to be used for such purpose; and

WHEREAS, the purpose of this Ordinance is to submit to the electors of the City the questions of issuing the Bonds for the Capital Improvements and the Refunding under Amendment 62 and the Authorizing Legislation at a special election to be called for that purpose and to levy a sales and use tax at the rate of one-half of one percent (0.5%) on the receipts from the sales at retail within the City of all items which are subject to taxation under the Arkansas Gross Receipts Act of 1941, as amended (A.C.A. §§26-52-101, et seq.), and the receipts from storing, distributing, using or consuming within the City tangible personal property under the Arkansas Compensating Tax Act of 1949, as amended (A.C.A. §§26-53-101, et seq.) (the "2014 Tax" or the "Sales and Use Tax");

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bryant, Arkansas:

Section 1. There is hereby called a special election to be held on May 20, 2014, at which election there shall be submitted to the electors of the City the questions of issuing the Bonds under Amendment 62 and the Authorizing Legislation to pay all or a portion of the costs of accomplishing the Refunding and the Capital Improvements in the maximum principal amounts described above, to be payable, in whole or in part, from collections of the Sales and Use Tax remaining after deduction of the administrative charges of the State of Arkansas and required rebates.

Section 2. In order to provide for the payment of the principal of and interest on the Bonds and all obligations of the City in connection therewith, there is hereby levied the Sales and Use Tax. The levy of the Sales and Use Tax shall not become effective until the special election called in Section 1 above has been held and the issuance of the Bonds for one or more purposes is approved by the voters; provided, however, that no Bonds will be issued unless the issuance of the Bonds for the Refunding is approved. The effective date of the 2014 Tax will be the day following the date that the 2006 Tax expires. The Sales and Use Tax shall be levied and collected on the gross receipts, gross proceeds or sales price in the maximum amount allowed from time to time by Arkansas law, subject to rebates and limitations as from time to time required by Arkansas statutes for certain single transactions.

Section 3. The questions of issuing the Bonds shall be placed on the ballot for the election in substantially the following form:

If the Refunding Bonds are approved, there will be levied within the City a new 0.5% sales and use tax, the net collections of which remaining after deduction of the administrative charges of the State of Arkansas and required rebates, shall be used solely to retire the bonds and obligations of the City with respect thereto. The tax will replace the City's existing 0.5% sales and use tax levied in 2006 for the sole purpose of retiring bonds. The effective date of the new tax will be the day following the date the existing tax expires. The rate of taxation will not exceed 0.5% even if more than one purpose is approved. No bonds will be issued for any purpose unless the Refunding Bonds are also approved. The 0.5% sales and use tax will expire after the bonds have been paid or provision is made therefor in accordance with Arkansas statutes. The bonds described below that are approved may be combined into a single issue or the bonds may be issued in series at one time or from time to time.

In order to provide additional funds to pay or to further secure repayment of the bonds, the City may also pledge to the bonds the net collections of a 0.125% sales and use tax levied by Ordinance No. 2006-15, adopted April 24, 2006, if voters approve the use of such collections for that purpose.

REFUNDING BONDS

An issue of bonds of the City of Bryant in the maximum aggregate principal amount of \$8,180,000 for the purpose of refunding the City's outstanding Sales and Use Tax Bonds, Series 2006 and the City's outstanding Sales and Use Tax Bonds, Series 2007 and, in order to pay the bonds, the levy and pledge of a 0.5% local sales and use tax within the City.

FOR.....

AGAINST.....

STREET IMPROVEMENT BONDS

An issue of bonds of the City of Bryant in the maximum aggregate principal amount of \$13,555,000 for the purpose of financing all or a portion of the costs of improvements to existing streets, including particularly, without limitation, paving, widening and resurfacing and any trails, utility adjustments, and curb, gutter and drainage improvements related thereto and, in order to pay the bonds, the levy and pledge of a 0.5% local sales and use tax within the City.

FOR.....

AGAINST.....

PARK AND RECREATIONAL IMPROVEMENT BONDS

An issue of bonds of the City of Bryant in the maximum aggregate principal amount of \$6,215,000 for the purpose of financing all or a portion of the costs of acquiring, constructing, furnishing and equipping park and recreational improvements, including particularly, without limitation, improvements at Midland Park, Alcoa Park, Mills Park and Bishop Park, improvements to The Center at Bishop Park, improvements to the senior adult center and youth activity center at Bishop Park, improvements to baseball, softball and soccer fields and any necessary parking, landscaping, signage, drainage, lighting, concession, road and utility improvements related thereto and, in order to pay the bonds, the levy and pledge of a 0.5% local sales and use tax within the City.

FOR.....

AGAINST

Section 4. The election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for municipal elections unless otherwise provided in the Authorizing Legislation and only qualified voters of the City shall have the right to vote at the election.

Section 5. The results of the election shall be proclaimed by the Mayor, and the Proclamation shall be published one time in a newspaper having a general circulation in the City, which Proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the courts within thirty days after the date of publication.

Section 6. A copy of this Ordinance shall be filed with the Saline County Clerk at least 70 days prior to the date of the special election. A copy of this Ordinance shall be given to the Saline County Board of Election Commissioners so that the necessary election officials and supplies may be provided. A certified copy of this Ordinance shall also be provided to the Commissioner of Revenues of the State of Arkansas as soon as practical.

Section 7. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to call and hold the special election as herein provided and to perform all acts of whatever nature necessary to carry out the authority conferred by this Ordinance.

Section 8. If the Bonds for the Refunding are approved by the voters and if such Bonds are issued, the 2006 Tax shall be abolished at the proper time so that the 2006 Tax and the 2014 Tax are not in effect at the same time. Collections of the 2006 Tax received after the date the Bonds are issued shall be used, if necessary or appropriate, to provide for the payment of the Bonds.

Section 9. The provisions of this Ordinance are hereby declared to be separable and if any provision shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this Ordinance.

Section 10. All ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

PASSED: February 27, 2014.

ATTEST:

APPROVED:

City Clerk

Mayor

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Bryant, Arkansas, hereby certifies that the foregoing pages are a true and correct copy of Ordinance No. _____, passed at a regular session of the City Council of the City of Bryant, Arkansas, held at the regular meeting place of the City Council at 7:00 o'clock p.m., on the 27th day of February, 2014, and that the Ordinance is of record in Ordinance Record Book No. _____, Page _____, now in my possession.

GIVEN under my hand and seal this 27th day of February, 2014.

City Clerk

(SEAL)

RESOLUTION NO. _____

A RESOLUTION REGARDING STREET IMPROVEMENTS.

WHEREAS, the City Council of the City of Bryant, Arkansas (the "City") has determined that the City is greatly in need of improvements to existing streets, including particularly, without limitation, paving, widening and resurfacing and any trails, utility adjustments, and curb, gutter and drainage improvements related thereto (the "Street Improvements"); and

WHEREAS, in order to finance all or a portion of the costs of the Street Improvements, the City proposes to issue sales and use tax bonds, in the maximum aggregate principal amount of \$13,555,000 (the "Street Bonds"), if the Street Bonds are approved by the voters;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bryant, Arkansas:

Section 1. Proceeds of the Street Bonds will be used, first, to finance the costs of improvements to Boone Road, from Reynolds Road to Mt. Carmel Road (the "Boone Road Project"). If there are proceeds of the Street Bonds remaining after the Boone Road Project has been completed in full, the remaining proceeds will be used to finance other Street Improvements approved by the City Council.

Section 2. The City reasonably expects that at least 85% of the net proceeds of the Street Bonds will be spent within three years after the Street Bonds are issued.

PASSED: February 27, 2014.

APPROVED:

ATTEST:

By: _____
Mayor

City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Bryant, Arkansas (the "City"), hereby certifies that the foregoing is a true and correct copy of a resolution passed at a regular session of the City Council of the City, held at the regular meeting place of the Council at 7:00 o'clock p.m. on the 27th day of February, 2014.

City Clerk

(SEAL)

RESOLUTION NO. _____

A RESOLUTION REGARDING PARK AND RECREATIONAL IMPROVEMENTS.

WHEREAS, the Parks Committee (the "Committee") of the City of Bryant, Arkansas (the "City") has determined that the City is in need of certain park and recreational improvements; and

WHEREAS, the Committee has presented a list of recommended park and recreational improvements to the City Council; and

WHEREAS, in order to finance all or a portion of the costs of the park and recreational improvements, the City proposes to issue sales and use tax bonds, in the maximum aggregate principal amount of \$6,215,000 (the "Park and Recreational Bonds"), if the Park and Recreational Bonds are approved by the voters;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bryant, Arkansas:

Section 1. Proceeds of the Park and Recreational Bonds will be used, first, to finance the costs of the park and recreational improvements heretofore recommended by the Committee and approved by the City Council, including, particularly, without limitation, improvements at Midland Park, Alcoa Park, Mills Park and Bishop Park, improvements to The Center at Bishop Park, improvements to the senior adult center and youth activity center at Bishop Park, improvements to baseball, softball and soccer fields and any necessary parking, landscaping, signage, drainage, lighting, concession, road and utility improvements related thereto (the "Park and Recreational Improvements"). If there are proceeds of the Park and Recreational Bonds remaining after the Park and Recreational Improvements have been completed in full, the remaining proceeds will be used to finance other park and recreational improvements at Midland Park, Alcoa Park, Mills Park or Bishop Park, as approved by the City Council.

Section 2. The City reasonably expects that at least 85% of the net proceeds of the Park and Recreational Bonds will be spent within three years after the Park and Recreational Bonds are issued.

PASSED: February 27, 2014.

APPROVED:

ATTEST:

By: _____
Mayor

City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Bryant, Arkansas (the "City"), hereby certifies that the foregoing is a true and correct copy of a resolution passed at a regular session of the City Council of the City, held at the regular meeting place of the Council at 7:00 o'clock p.m. on the 27th day of February, 2014.

City Clerk

(SEAL)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF REFUNDING BONDS BY THE CITY OF BRYANT, ARKANSAS TO REFUND CERTAIN OUTSTANDING BONDS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

WHEREAS, the City of Bryant, Arkansas (the "City") has outstanding its Water and Sewer Refunding Revenue Bonds, Series 2008A and Series 2008B (collectively, the "2008 Water and Sewer Bonds"); and

WHEREAS, the City may be able to achieve debt service savings by refunding the 2008 Water and Sewer Bonds; and

WHEREAS, the City can accomplish the refunding of the 2008 Water and Sewer Bonds by the issuance of its Water and Sewer Refunding Revenue Bonds, Series 2014 (the "2014 Water and Sewer Bonds"); and

WHEREAS, the City also has outstanding its Capital Improvement Revenue Bonds, Series 2008 (the "2008 Capital Improvement Bonds"); and

WHEREAS, the City may be able to achieve debt service savings by refunding the 2008 Capital Improvement Bonds; and

WHEREAS, the City can accomplish the refunding of the 2008 Capital Improvement Bonds by the issuance of its Capital Improvement Refunding Revenue Bonds, Series 2014 (the "2014 Capital Improvement Bonds");

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bryant, Arkansas:

Section 1. So long as debt service savings are achieved in an amount satisfactory to the City Council, the issuance of the 2014 Water and Sewer Bonds is hereby approved for the purpose of accomplishing the refunding of the 2008 Water and Sewer Bonds.

Section 2. So long as debt service savings are achieved in an amount satisfactory to the City Council, the issuance of the 2014 Capital Improvement Bonds is hereby approved for the purpose of accomplishing the refunding of the 2008 Capital Improvement Bonds.

Section 3. The terms of the sale of the 2014 Water and Sewer Bonds, including particularly, without limitation, the purchase price, interest rates, maturities, principal amounts and redemption dates shall be subject to the approval of the City Council by ordinance at a subsequent meeting.

Section 4. The terms of the sale of the 2014 Capital Improvement Bonds, including particularly, without limitation, the purchase price, interest rates, maturities, principal amounts and redemption dates shall be subject to the approval of the City Council by ordinance at a subsequent meeting.

Section 5. The officials of the City are hereby authorized and directed to work with Stephens Inc. and Crews & Associates, Inc., as underwriters, and Friday, Eldredge and Clark, LLP, as bond counsel, in connection with the sale of the 2014 Water and Sewer Bonds and the 2014 Capital Improvement Bonds.

PASSED AND APPROVED this 27th day of February, 2014.

APPROVED:

ATTEST:

By: _____
Mayor

City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Bryant, Arkansas (the "City"), hereby certifies that the foregoing is a true and correct copy of a resolution passed at a regular session of the City Council of the City, held at the regular meeting place of the Council at 7:00 o'clock p.m. on the 27th day of February, 2014.

City Clerk

(SEAL)

RESOLUTION NO. 2014-___

A RESOLUTION OF INTENT REGARDING
FIREFIGHTING FACILITY IMPROVEMENTS.

WHEREAS, the City of Bryant, Arkansas (the "City") is in need of firefighting facility improvements, including particularly, without limitation, two new fire stations and any equipment, furnishings and parking, street, lighting and utility improvements therefor (the "Improvements"); and

WHEREAS, in order to finance all or a portion of the costs of the Improvements, the City proposes to issue, in one or more series, sales and use tax bonds that were approved by the voters at the special election held November 12, 2013, in the maximum aggregate principal amount of \$4,400,000 (the "Bonds"); and

WHEREAS, the purpose of this Resolution is for the City to declare its "official intent" for the reimbursement of certain expenditures from the proceeds of the Bonds, within the meaning of Regulation No. 1.150-2 promulgated by the United States Treasury Department (the "Regulation");

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bryant, Arkansas:

Section 1. The City hereby expresses its official intent under the Regulation to advance its own funds to pay the costs of the Improvements prior to the issuance of the Bonds and to reimburse itself from Bond proceeds for such expenditures.

Section 2. Proceeds of the Bonds will be applied to reimburse the City for any capital expenditures related to the Improvements made before the Bonds are issued within eighteen (18) months after the Improvements are placed in service or the date of the expenditure, whichever is later; provided, however, no reimbursement for an expenditure will be made later than three (3) years after the expenditure is paid.

PASSED AND APPROVED this _____ day of February, 2014.

APPROVED:

ATTEST:

By: _____
Mayor

City Clerk

(SEAL)

CERTIFICATE

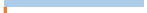
The undersigned, City Clerk of the City of Bryant, Arkansas (the "City"), hereby certifies that the foregoing is a true and correct copy of a resolution passed at a regular session of the City Council of the City, held at the regular meeting place of the Council at 7:00 o'clock p.m. on the _____ day of _____, 2014.

City Clerk

(SEAL)

(3/8 Cent Tax) Fund 23 Misc Exp 23-5-0000-05-14 NEW# 055-0500-5600

DATE	REFERENC E	VENDOR	INVOICE DATE	MEMO	DEBIT	CREDIT	BALANCE
1/1/2013	Beginning Balance						\$315,000.00
7/9/2013	4159	Taggart Architects	6/17/2013	design and development of Station 2	\$23,400.00		\$291,600.00
8/5/2013	4179	Taggart Architects	7/15/2013	design and development of Station 2	\$17,550.00		\$274,050.00
8/15/2013	13.8.3	Clayton Engineering	8/14/2013	Job number 13.017 Inv for Due Diligence Analysis for Sta #2	\$850.00		\$273,200.00
8/15/2013	13.8.2	Clayton Engineering	8/14/2013	Job number 13.017 Inv for Surveying Svcs for Sta #2	\$1,551.25		\$271,648.75
8/15/2013	13.8.4	Clayton Engineering	8/14/2013	Job number 13.018 Inv for Surveying Svc for Sta #3	\$2,380.00		\$269,268.75
9/24/2013	4232	Taggart Architects	9/17/2013	construction documents of Sta 2	\$18,720.00		\$250,548.75
10/24/2013	13.10.3	Clayton Engineering	10/17/2013	Job number 13.017 Inv for Surveying Svcs for Sta #2	\$2,592.50		\$247,956.25
10/24/2013	4275	Taggart Architects	10/15/2013	construction documents of Sta 2	\$16,380.00		\$231,576.25
10/24/2013	4274	Taggart Architects	10/15/2013	construction documents of Sta 3	\$23,400.00		\$208,176.25
11/19/2013	T468597	Terracon	11/14/2013	Geotechnical Engineering Report dated Oct 23, 2013 Sta 3	\$2,800.00		\$205,376.25
11/19/2013	T468596	Terracon	11/14/2013	Geotechnical Engineering Report dated Oct 30, 2013 addl scope Sta 2	\$3,550.00		\$201,826.25
11/19/2013	T468642	Terracon	11/14/2013	additional geotechnical eng - drilling boring / project engineer	\$5,700.00		\$196,126.25
12/2/2013	4289	Taggart Architects	11/13/2013	design and development of Station 3	\$17,550.00		\$178,576.25
12/16/2013	4327	Taggart Architects	12/11/2013	construction documents for Sta 2	\$2,425.93		\$176,150.32
12/16/2013	4323	Taggart Architects	12/11/2013	construction documents for Sta 3	\$11,700.00		\$164,450.32
3/8 Misc	0500-5600	PO Number	14887	Ending balance	\$150,549.68	\$0.00	\$164,450.32



Projected 2014 Mills Park Pool Operation Hours and Fee Information

Full Schedule - Sat, May 24th thru Sun, Aug 17th
Saturday & Sundays only - Aug 23rd thru Sep 1st

Operation Hours

Monday through Thursday9:00am-7:00pm
Friday9:00am-6:00pm
Saturday and Sunday12:00pm-6:00pm

Admission Fees

Daily Admission \$4.00
10 Visit Pass (No groups, organizations, daycares) \$30.00

Family Season Pass (Non-Members)..... \$155.00

Family Season Pass (Members – 25% Discount)..... \$116.25

Additional member..... \$20.00

Family Season Pass includes 5 family members. Members must be living in same household.

Must have current Bishop park annual membership to receive discount.

Must be purchased at Bishop Park Center.

Reservation Hours and Fees

Friday 6:00-8:00pm, 8:00pm-10:00pm

Saturday10:00am-12:00pm, 6:00pm-8:00pm, 8:00pm-10:00pm

Sunday 6:00-8:00pm

2 Hour Private Pool Party Reservation..... \$150.00

Reservation includes two lifeguards and access to the diving board, slide and water features.

You may have up to 100 attend and bring food and drinks to the pool area.

**Bryant Parks and Recreation Department
2014 Program and Use Agreement**

THIS AGREEMENT made and entered into on _____, 2014 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called “**THE CITY AND/OR THE DEPARTMENT**”), and Bryant Athletic Association at 400 S. W. 2nd, Bryant, Arkansas (hereinafter called “**BAA**”).

WITNESSETH

WHEREAS, THE CITY maintains property at Ashley Park, Alcoa 40 Park, and Bishop Park in Bryant, Arkansas; and

WHEREAS, the use of said property for the purpose of the Youth Baseball and Youth Football Program has been considered the best use of this property for recreational purpose and to better service the citizens of Bryant, Arkansas.

WHEREAS, THE CITY provides and maintains certain recreational facilities for programs and parks in Bryant; and

WHEREAS, BAA provides program administration and operations of the Youth Baseball and Youth Football Program in Bryant;

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of Ashley Park and Bishop Park A, B, and C Complexes between January 1, 2014 - December 31, 2014 and Alcoa 40 Park (MULTIPURPOSE FIELD) BETWEEN June 20, 2014 - December 1, 2014 as outlined here to BAA for the operation of Youth Baseball and Youth Football. Ashley Park, Alcoa 40 Park, and Bishop Park may be used by the BAA for events, practices, and games on the dates and times listed on the schedules provided by the BAA to THE DEPARTMENT no later than March 1, 2014.

The general conditions of this program agreement will be:

1. BAA will operate programs in accordance with nondiscrimination requirements of *Title VI* of the 1964 Civil Rights Act.
2. It is agreed that the program for which this agreement is written must be made available to the general public to join and participate in. It is also agreed that the party sponsoring any community recreation program will furnish and supply all expendable materials necessary for conducting the program (including chalk, paint, field dry, bases, pitcher mounds, and etc).
3. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.
4. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.
5. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in THE CITY Facilities. BAA shall indemnify and hold the City of Bryant, its departments, and all of its employees harmless against losses, claims, causes of action and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by BAA, its agents, employees, or program participants.

6. The named facility, area, or property may be rented to any other group, business, individual, or entity by BAA with prior approval by THE DEPARTMENT. Once approval is given by THE DEPARTMENT, payment of rental fees must be made to THE DEPARTMENT. BAA agrees to NOT charge any rental or use fee greater than that charged by THE DEPARTMENT, when renting facilities to any other group, business, individual or entity.
7. No alterations, changes, or modifications to change the intended use may be made to facilities by BAA, without first receiving written approval from THE CITY. The BAA must submit a detailed request in writing to the City's Parks Department.
8. BAA assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BAA. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the BAA. A long period of time is considered three business days following the damage, unless otherwise agreed to by BAA and the Parks Director.
9. BAA must inspect facilities prior to each use. If damage is discovered to equipment or facilities that poses an immediate hazard or danger BAA must immediately notify the City's Parks Department. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. BAA must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
10. League games and practices cannot be scheduled to begin past 9:30 p.m. No scheduled league games will be allowed to start after 10:00 p.m. BAA agrees to provide THE DEPARTMENT with a schedule of any dates their participants will be at the named site. This schedule must include times and dates of the following: tryouts, scheduled games, practices, tournaments, special events, work dates, etc. Dates and times must not conflict with THE DEPARTMENT work schedule without prior approval. Normal work hours for THE DEPARTMENT are: 8:00 AM - 5:00 PM Monday – Saturday, unless other arrangements have been made with THE DEPARTMENT.
11. BAA agrees to provide one financial statement of the program(s) that this program agreement is written for within 60 days of the end of their financial year. Also a copy of their 501(c)(3) non-profit status must be given to THE DEPARTMENT each year.
12. BAA agrees to return this agreement signed by the appropriate persons, and any and all additional requested material before sign-ups begin by BAA. At this time keys and security codes to all buildings and fields are exchanged between THE DEPARTMENT and BAA.
13. BAA agrees to provide a list of any bulk chemicals used and/or stored at the facility during their program agreement. This list must include a MSDS for each chemical listed and BAA must insure that each chemical is properly stored according to MSDS specifications. THE DEPARTMENT must be made aware of the intention to use any form of chemical prior to its use or storage in a facility.
14. Additional conditions to be agreed upon not previously listed:
 - A. BAA will control all litter by picking up litter their program creates after each time the field is used. The litter must be placed in the proper receptacle by BAA, and will then be removed on a regular basis by a contracted trash service. If excessive litter must be picked up after 72 hours of the program by THE DEPARTMENT, BAA will be charged \$10 for each hour worked per employee used by THE DEPARTMENT.
 - B. BAA will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement by March 1, 2014. BAA understands that their program participants are in no way covered by insurance by THE DEPARTMENT or the City.

- C. BAA is responsible for payment of all utilities at Bishop Park (A, B, & C complex), Ashley Park and the multi-purpose field at Alcoa Park during their use of the facilities under this agreement.
 - D. The BAA will pay for weather damage to water lines, pumps, etc. if the BAA requests that the water be turned on before THE DEPARTMENT deems acceptable due to weather conditions.
 - E. BAA must contact the Bryant Parks and Recreation Department prior to any digging in the park area. The extensive underground wiring must be marked by the Parks and Recreation Department and One Call before any digging can begin. If this procedure is not followed and as a result any lines in the park are damaged, BAA will be responsible to pay for the cost of any and all repairs to the damaged lines.
 - F. Alcoa Park is an Arkansas Parks and Tourism Department Grant Park and all APTD Guidelines must be followed for improvements, preparations, etc. for special events and must be approved by the Director of THE DEPARTMENT after approval from the Department of Parks and Tourism, prior to any alteration of the park.
 - H. BAA will submit contact person(s) for after business hours emergencies.
 - I. At the request of THE DEPARTMENT, and with at least 120 days' notice, BAA will remove all their equipment at the completion of this agreement period. BAA will insure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT or the City. Equipment includes tractors, mowers, and vehicles.
15. THE DEPARTMENT agrees to the following specific conditions and assurances:
- A. The park area will be maintained on a regular schedule. All fields will undergo extensive turf maintenance programs (including aeration, fertilization, and weed removal).
 - B. THE DEPARTMENT will be responsible Monday - Saturday for their field preparation (including dragging and chalking), cleaning the restrooms, and maintaining other park areas.
 - C. THE DEPARTMENT will purchase and replace light bulbs. If extensive damage is caused by weather or vandalism, the replacement time for lights may be longer than usual.
 - D. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.
 - E. THE DEPARTMENT upon written request by the BAA will provide a liaison to the BAA meetings to assure the maintenance program is satisfactory.
16. THE DEPARTMENT will have the ball fields available to it for use in hosting tournaments at least once prior to the season and once during August into the first of September. BAA is encouraged to partner with the DEPARTMENT in the hosting of any such tournament for the mutual benefit of THE DEPARTMENT and BAA, but BAA is not required to participate in such DEPARTMENT hosted tournament events.
17. BAA and THE DEPARTMENT recognize that use of the facilities during the dates and times provided by the BAA as part of their program, will give BAA first access to use of the facilities. However, if BAA team practice, game, or event is cancelled or otherwise does not occur, BAA will take reasonable steps to notify THE DEPARTMENT of the cancellation as soon as BAA is

reasonably able to make the facilities available to other citizens of Bryant at THE DEPARTMENT's discretion. Furthermore, BAA recognizes that the facilities are TAX payer constructed facilities meant for the benefit and use of the Citizens of Bryant, and as such will work with THE DEPARTMENT to provide a realistic schedule that maximizes BAA's use of the facilities while maximizing the potential field rental fees for THE DEPARTMENT and maximizing citizen access to the facilities. Other specific agreements or assurance:

- A. Permanent improvements to facilities and fields will become property of THE CITY. Permanent fixtures include, but are not limited to all: concrete work, fences, underground installations, sprinkler heads, structural work, lighting fixtures, back stops, dugouts, and drinking fountains and other items so affixed to the land that they become a fixture to the property.
- B. Non-permanent improvements will be retained by BAA and include: appliances, field marking equipment, concession equipment, scoreboards, portable buildings which were purchased by BAA.

For Annual Programs - A program agreement must be signed annually in order to guarantee use of a facility or area. The BAA will be given first option for renewal of the scheduling of the fields. The signing of such agreement in no way binds the Parks and Recreation Department or the City to notify BAA of the need for a program agreement in the future. The responsibility to obtain an agreement to secure use of a particular facility and/or area for a specific time remains with the organization, group, or person wishing to use City-owned facilities and/or properties.

The City or Bryant Athletic Association may amend this agreement by the mutual assent of all parties. If this agreement is amended, it will be written, signed by all parties stated and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf on BAA; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant,
A municipal Corporation,

_____, Mayor Jill Dabbs

User Organization,

_____, President

Reviewed by Bryant Parks and Recreation Committee

_____, Committee Chairman

Bryant Parks and Recreation Department 2014 Program and Use Agreement

THIS AGREEMENT made and entered into on _____, **2013** by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at **6401 Boone Road**, Bryant, Arkansas (hereinafter called "**THE CITY AND/OR THE DEPARTMENT**"), and Bryant Softball Association at 1110 Shobe Road, Bryant, Arkansas (hereinafter called "BSA").

WITNESSETH

WHEREAS, THE CITY maintains property at Alcoa 40 in Bryant, Arkansas; and

WHEREAS, the use of said property for the purpose of the Youth Girls Softball Program has been considered the best use of this property for recreational purpose and to better service the citizens of Bryant, Arkansas.

WHEREAS, THE CITY provides and maintains certain recreational programs and parks in Bryant, and

WHEREAS, BSA provides program administration and operations of the Youth Softball Program in Bryant,

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of Alcoa 40 Park and FIELDS #1, 2, 3 and **Bishop Park D Complex** as outlined here to BSA for the operation of Youth Softball beginning on February 1, **2014** and ending on November 1, **2014**. Upon completion, Alcoa 40 and Bishop Park may be used by BSA as it becomes available to BSA by notification from the City or Bryant Parks and Recreation Department.

Named property will be used by BSA for events, practices, and games on the dates and times listed on the schedules provided to THE DEPARTMENT. All base distances must be included on schedule.

The general conditions of this program agreement will be:

1. BSA will operate programs in accordance ~~to~~ with nondiscrimination requirements of *Title VI* of the 1964 Civil Rights Act.
2. It is agreed that the program for which this agreement is written must be made available to the general public to join and participate in. It is also agreed that the party sponsoring any community recreation program will furnish and supply all expendable materials necessary for conducting the program (including chalk, paint, field dry, bases, pitcher mounds, and etc.).
3. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.
4. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.
5. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in THE CITY Facility. BSA shall indemnify and hold the City of Bryant, its departments, and all of its employees harmless against losses, claims, causes of action and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by BSA, its agents, employees, or program participants.
6. The named facility, area, or property may be rented to any other group, business, individual, or entity by BSA with prior approval by THE DEPARTMENT. Once approval is given by THE DEPARTMENT, payment of rental fees must be made to THE DEPARTMENT. BSA agrees to

NOT charge any rental or use fee greater than that charged by THE DEPARTMENT, when renting facilities to any other group, business, individual or entity.

7. No alterations, changes, or modifications to change the intended use may be made to facilities by BSA, without first receiving written approval from THE CITY. The BSA must submit a detailed request in writing to the City's Park Department.
8. BSA assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BSA. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the BSA.
9. BSA must inspect facilities prior to each use. If damage is discovered to equipment or facilities that poses an immediate hazard or danger BSA must immediately notify the City's Park Department. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. BSA must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
10. League games and practices cannot be scheduled to begin past 9:30 p.m. No league games regardless of scheduling will be allowed to start after 10:00 p.m. A new inning/period may not begin after 10:30 p.m. League games and a new inning/period may begin after the above-stated times with the approval by one board member of BSA due to extenuating circumstances. BSA agrees to provide THE DEPARTMENT with a schedule of any dates their participants will be at the named site. This schedule must include times and dates of the following: tryouts, scheduled games, practices, tournaments, special events, work dates, etc. (ADD BASE DISTANCE STATEMENT) Dates and times must not conflict with Recreation and Parks work schedule. Normal operation hours for THE DEPARTMENT are: 8:00 AM - 5:00 PM Monday - Saturday, unless other arrangements have been made with THE DEPARTMENT.
11. BSA agrees to provide a financial statement of the program(s) that this program agreement is written for, at the conclusion of league play for spring and fall. Also a copy of their 501(c)(3) non-profit status must be given to THE DEPARTMENT each year.
12. BSA agrees to return this agreement signed by the appropriate persons, and any and all additional requested material before sign-ups begin by BSA. At this time keys and security codes to all buildings and fields are exchanged between THE DEPARTMENT and BSA.
13. BSA agrees to provide a list of any bulk chemicals used and/or stored at the facility during their program agreement. This list must include a MSDS for each chemical listed and BSA must insure that each chemical is properly stored according to MSDS specifications. THE DEPARTMENT must be made aware of the intention to use any form of chemical prior to its use or storage in a facility.
14. Additional conditions to be agreed upon not previously listed:
 - A. BSA will have the option to open and maintain restrooms during their vents. BSA agrees to lock restrooms at the completion of last event each day.
 - B. BSA will control all litter by picking up all trash, litter, and etc. their program creates after each time the fields are used. The litter must be placed in the proper receptacles by the BSA, and will then be removed on a regular basis by THE DEPARTMENT. All trash generated inside the concession stand will be put in a receptacle by the BSA. If excessive trash and litter must be picked up after 48 hours of the program by THE DEPARTMENT, the BSA will be charged \$10 for each man hour worked.

- C. BSA will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement before regular season play. BSA understands that their program participants are in no way covered by insurance by the City of Bryant and/or the Parks and Recreation Department.
 - D. The BSA is responsible for payments of all utilities except water through the three inch meter.
 - E. BSA will pay for weather damage to water lines, pumps, etc. if the BSA requests that the water be turned on before THE DEPARTMENT deems acceptable due to weather conditions.
 - F. BSA must contact the Bryant Parks and Recreation Department prior to any digging in the park area. The extensive underground wiring must be marked by the Parks and Recreation Department and One Call before any digging can begin. If this procedure is not followed and as a result any lines in the park are damaged, BSA will be responsible to pay for the cost of any and all repairs to the damaged lines.
 - G. Alcoa Park is an Arkansas Parks and Tourism Department Grant Park and all APTD Guidelines must be followed for improvements, preparations, etc. for special events and must be approved by the Director of THE DEPARTMENT after approval from the Department of Parks and Tourism, prior to any alteration of the park.
 - H. BSA will submit contact person(s) for after hour's emergencies. List responsibility of person submitted.
 - I. At the request of the Department, The BSA will remove all their equipment at the completion of this agreement period.
 - J. BSA will insure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT or the City. Equipment includes tractors, mowers, and vehicles.
15. THE CITY agrees to the following specific conditions and assurances:
- A. The park area will be maintained by the Parks Department on a regular schedule. All fields will undergo extensive turf maintenance programs (including aeration, fertilization, and weed removal).
 - B. THE DEPARTMENT will be responsible Monday - Friday for their field preparation, including dragging and chalking.
 - C. THE DEPARTMENT will replace light bulbs. If extensive damage is caused by weather or vandalism, the replacement time for lights may be longer than usual.
 - D. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.
 - E. THE DEPARTMENT at the written request of the BSA will provide a liaison to the BSA monthly meetings to assure the maintenance program is satisfactory. The liaison will contact the president of the BSA if they are unable to attend.

Other specific agreements or assurance:

Permanent improvements to facilities and fields will become property of THE CITY. Permanent fixtures include, but are not limited to all: concrete work, fences, underground installations, sprinkler heads, structural work, lighting fixtures, back stops, dugouts, utility lines, and transformers.

Non-permanent improvements will be retained by BSA and include: items purchased by the BSA such as appliances, field marking equipment, concession equipment, and scoreboards purchased by the BSA.

For Annual Programs - A program agreement must be signed annually in order to guarantee use of a facility or area. The signing of such agreement in no way binds the Parks and Recreation Department or the City to notify BSA of the need for a program agreement in the future. The responsibility to obtain an agreement to secure use of a particular facility and/or area for a specific time remains with the organization, group, or person wishing to use City-owned facilities and/or properties.

The City reserves the right to amend this agreement when it deems it necessary. The BSA may amend this agreement by the mutual assent of both parties. If this agreement is amended, it will be written, signed by both parties stated and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf on BSA; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant,
A municipal Corporation,

_____, Mayor, Jill Dabbs

User Organization,

_____, **2014** President

Reviewed by Bryant Parks and Recreation Committee

_____, Committee Chairman

Bryant Parks and Recreation Department 2014 Program and Use Agreement

THIS AGREEMENT made and entered into on _____, **2014** by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at **6401 Boone Road**, Bryant, Arkansas (hereinafter called "THE CITY AND/OR THE DEPARTMENT"), and Bryant Soccer Club at P.O. Box 442, Bryant, Arkansas (hereinafter called "BSC").

WITNESSETH

WHEREAS, THE CITY maintains property at Alcoa 40 and Midland in Bryant, Arkansas; and
WHEREAS, the use of said property for the purpose of the Youth Soccer Program has been considered the best use of this property for recreational purpose and to better service the citizens of Bryant, Arkansas.

WHEREAS, THE CITY provides and maintains certain recreational programs and parks in Bryant, and
WHEREAS, BSC provides program administration and operations of the Youth Soccer Program in Bryant,

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of Midland Soccer Complex and Alcoa 40 Park's multi-purpose as outlined here to BSC for the operation of Youth Soccer beginning on February 1, **2014** and ending on May 31, **2014** at Alcoa and ending on December 1, **2014** at Midland. Upon completion, both parks may be used by BSC as it becomes available to BSC by notification from the Bryant Parks and Recreation Department. Bishop Park E Complex will be available per Recreation Superintendent's schedule.

Named property will be used by BSC for events, practices, and games on the dates and times listed on the schedules as submitted to THE DEPARTMENT by the BSC.

The general conditions of this program agreement will be:

1. BSC will operate programs in accordance with nondiscrimination requirements of *Title VI* of the 1964 Civil Rights Act.
2. It is agreed that the program for which this agreement is written must be made available to the general public to join and participate in. It is also agreed that the party sponsoring any community recreation program will furnish and supply all expendable materials necessary for conducting the program.
3. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.
4. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.
5. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in THE CITY Facility. BSC shall indemnify and hold the City of Bryant, its departments and all of its employees harmless against losses, claims, causes of action and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by BSC, its agents, employees, or program participants.
6. The named facility, area, or property may be rented to any other group, business, individual, or entity by BSC with prior approval by THE DEPARTMENT. Once approval is given by THE DEPARTMENT, payment of rental fees must be made to THE DEPARTMENT. BSC agrees to NOT charge any rental or use fee greater than that charged by THE DEPARTMENT, when renting facilities to any other group,

business, individual or entity.

7. No alterations, changes, or modifications to change the intended use may be made to facilities by BSC, without first receiving written approval from THE CITY. The BSC must submit a detailed request in writing to THE CITY.
8. BSC assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BSC. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the BSC.
9. BSC must inspect facilities prior to each use. If damage is discovered to equipment or facilities that poses an immediate hazard or danger BSC must immediately notify THE DEPARTMENT. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT so that repairs can be made within a reasonable time not to exceed one (1) week from notification. BSC must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
10. League games cannot be scheduled to begin past 9:00 p.m. No league games regardless of scheduling will be allowed to start after 9:30 p.m.; a new inning/period may not begin after 10:00 p.m. BSC agrees to provide THE DEPARTMENT with a schedule of any dates their participants will be at the named site. This schedule must include times and dates of the following: tryouts, scheduled games, practices, tournaments, special events, work dates, etc. Dates and times must not conflict with Recreation and Parks work schedule. Normal operation hours for THE DEPARTMENT are: 8:00 AM - 5:00 PM Monday – Saturday, unless other arrangements have been made with THE DEPARTMENT.
11. The use of the lights by BSC at the Alcoa Multipurpose Facility and any other field must be arranged by THE DEPARTMENT. If use of any other field at Alcoa Multipurpose Facility is needed by BSC, approval must be received by THE DEPARTMENT.
12. BSC agrees to provide one financial statement of the program(s) that this program agreement is written for within 60 days of the end of their financial year. Also a copy of their 501(c)(3) non-profit status must be given to THE DEPARTMENT each year.
13. BSC agrees to return this agreement signed by the appropriate persons, and any and all additional requested material.
14. BSC agrees to provide a list of any bulk chemicals used and/or stored at the facility during their program agreement. This list must include a MSDS for each chemical listed and BSC must insure that each chemical is properly stored according to MSDS specifications. THE DEPARTMENT must be made aware of the intention to use any form of chemical prior to its use or storage in a facility.
15. Additional conditions to be agree upon not previously listed:
 - A. BSC will control all litter by picking up litter their program creates after each time the field is used. The litter must be placed in the proper receptacle by BSC, and will then be removed on a regular basis by a contracted trash service. If excessive litter must be picked up after 72 hours of the program by THE DEPARTMENT, BSC will be charged \$10 for each individual man hour worked.
 - B. BSC will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement before regular season play. BSC understands that their program participants are in no way covered by insurance by THE CITY.
 - C. BSC are responsible for payment of all utilities.
 - D. BSC will pay for weather damage to water lines, pumps, etc. if the BSC requests that the water be turned on before THE DEPARTMENT deems acceptable due to weather conditions.
 - E. BSC must contact the Bryant Parks and Recreation Department prior to any digging in the park

area. The extensive under ground wiring must be marked by the Parks and Recreation Department and One Call before any digging can begin. If this procedure is not followed and as a result any lines in the park are damaged, BSC will be responsible to pay for the cost of any and all repairs to the damaged lines.

- F. Alcoa Park is an Arkansas Parks and Tourism Department Grant Park and all APTD Guidelines must be followed for improvements, preparations, etc. for special events and must be approved by the Director of THE DEPARTMENT after approval from the Department of Parks and Tourism, prior to any alteration of the park.
 - G. BSC will submit contact person(s) for after business hours emergencies. List responsibility of person submitted.
 - H. At the request of the Department, BSC will remove all their equipment at the completion of this agreement period.
 - I. BSC will insure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT or the City. Equipment includes tractors, mowers, and vehicles.
16. THE CITY agrees to the following specific conditions and assurances:
- A. The park area will be maintained by the Parks Department on a regular schedule. All fields will undergo extensive turf maintenance programs (including aeration, fertilization, and weed removal) and striping will be performed on an as-needed basis.
 - B. THE DEPARTMENT will continue to complete Midland with added amenities, as funds are acquired.
 - C. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.

Other specific agreements or assurance:

Permanent improvements to facilities and fields will become property of THE CITY. Permanent fixtures include, but are not limited to all: concrete work, fences, underground installations, sprinkler heads, structural work, lighting fixtures, back stops, dugouts, and drinking fountains.

Non-permanent improvements will be retained by BSC and include: appliances, field marking equipment, concession equipment, portable buildings which were purchased by BSC.

For Annual Programs-

A program agreement must be signed annually in order to guarantee use of a facility or area. The signing of such agreement in no way binds the City or the Parks and Recreation Department to notify BSC of the need for a program agreement in the future. The responsibility to obtain an agreement to secure use of a particular facility and/or area for a specific time remains with the organization, group, or person wishing to use Parks and Recreation owned facilities and/or properties.

The City reserves the right to amend this agreement when it deems it necessary. The BSC may amend this agreement by the mutual assent of both parties. If this agreement is amended, it will be written, signed by both parties stated and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf on BSC; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant, A municipal Corporation,

_____, Mayor, Jill Dabbs

User Organization,

_____, **2014** President

Reviewed by Bryant Parks and Recreation Committee

_____, Committee Chairman

CONTRACT

This Contract is made and entered into by and between the City of Bryant, Arkansas (hereinafter, "City") and the Central Arkansas Development Council (hereinafter, "Bryant Senior Adult Center" or "BSAC"), by and through their respective duly authorized officers.

WHEREAS, BSAC provides senior adult activities to the citizens of Bryant; and

WHEREAS, the City benefits from such services in that they provide recreational and caretaking functions for the City's senior adults; and

WHEREAS, BSAC intends to expand and continue such services for the benefit of City and its residents and needs to secure facilities to provide said services;

WHEREAS, the City is willing provide said facilities in exchange for the provision of BSAC's services to the City's senior adults.

NOW THEREFORE, for and in consideration of the mutual covenants and obligations contained herein, the City and BSAC agree as follows:

1. Use of Facilities:

A. For a period not to exceed fifty years, but wholly subject to renewal on an annual basis at the Council's discretion, BSAC shall be permitted to use, upon payment of an annual fee of \$1.00, which also covers the cost of monthly utilities (i.e., electricity and water/sewer expenses), said facilities in sole consideration for the programs and services it provides to the City's senior citizens, BSAC shall be permitted to use said facilities in sole consideration for the programs and services it provides to the City's senior adults and to provide programs and services for its members.

The City agrees to allow BSAC use of specified areas of the community center at Bishop Park, including building maintenance for normal "wear and tear" to the area of the Community

Center utilized by BSAC. Building maintenance by the City does not include repairs for any property damage caused by BSAC or its members.

BSAC shall be responsible for payment of all utilities (for budgetary purposes the utilities cost shall stay at the current level that the BSAC is using at their previous facility).

B. Notwithstanding the foregoing, however, BSAC is required to request, in writing, use of said facilities on an annual basis. Approval of the majority of the City Council is necessary before such use is permitted by the City.

C. BSAC agrees to enter into and abide by an agreement with the City which will govern the particulars of its use of the premises discussed herein, including but not limited to appropriate conduct while on the premises. Said agreement is attached hereto as "Attachment A" and is incorporated herein by reference, as if set forth word-for-word.

D. Notwithstanding any provision contained herein, the City retains the right to modify the fees charged to BSAC for use of the premises discussed herein.

2. **Reporting Requirements:** BSAC shall present to City Council an annual report outlining the extent of its efforts in each of the above matters and detailing efforts for the previous fiscal year and projections for the current year.

3. **Notices:** All notices and reports required or permitted herein shall be in writing and shall be deemed delivered when actually received by the parties at the address described below:

Mayor
City of Bryant
210 S.W. 3rd Street
Bryant, AR 72022

Executive Director
Central Arkansas Development Council
P.O. Box 580/321 Edison
Benton, AR 72018

4. **Insurance Requirements:** BSAC shall maintain insurance in amounts as required by federal or state laws and hereby agrees to indemnify and hold harmless the City from any claims, lawsuits, judgments, or settlements brought as a result of the performance of this Contract or BSAC's provision of services hereunder.

5. **Supervisory Authority:** The parties agree that the City shall have no authority to direct the day-to-day activities of any of BSAC's employees, shall have no authority over BSAC's personnel decisions, or the conduct of the services and programs provided to the City.

6. **Separate Entities:** Notwithstanding any of the provisions of this agreement, it is agreed that the City has no financial interest in the business of the BSAC and shall not be liable for any debts or obligations incurred by BSAC, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the BSAC, or profits earned or derived by the BSAC, nor shall BSAC at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.

BSAC, in the performance of its operation and obligations hereunder, shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as the City may from time to time request to indicate that it is an independent contractor. The City does not and will not assume any responsibility for the means by which or manner in which services by BSAC shall be wholly responsible therefor.

7. **Termination and Amendments:** Either party may terminate this Contract at will with 30 days' notice to the non-terminating party or upon default by the other. Default by a party shall occur if the party fails to perform or observe any the terms or conditions of this Contract required to be performed or observed by that party. Should such a default occur, the party against

whom the default has occurred shall have the right to terminate all or part of its duties under this Contract as of the 30th day following the receipt by the defaulting party of a notice describing such default and intended termination, provided (I) such termination shall be ineffective if within said 30 day period the defaulting party cures the default or (II) such termination is stayed, at the sole option of the party against whom the default has occurred, pending cure of the default.

BSAC agrees that upon violation of any of the covenants and agreements herein contained, on account of any act of omission or commission of BSAC, the City may, at its option, terminate and cancel this contract; provided, further, that the contract may be terminated at any time during the term of the contract upon 30-day written notification by either party hereto.

Except as discussed in Section 1(E) above, the terms of this contract may be altered or amended only with the consent of both parties. Any such alterations or amendments shall be made in writing.

8. **Compliance:** BSAC hereby agrees to comply strictly with all federal, state, and local laws while performing under the terms of this contract, including but not limited to the Arkansas Freedom of Information Act.

9. **Applicable Law:** This contract shall be subject to and construed in accordance with all applicable federal, state, and local laws. The parties agree that any litigation brought under this Contract shall be brought in the courts of Saline County, Arkansas or the United States District Court for the Eastern District of Arkansas, Western Division.

10. **Authority:** Each party warrants and represents that they have the authority to enter into this Contract, and that all necessary authorizations of the City Council or the BSAC Board have been obtained.

11. **Severability:** In the event any clause, phrase, provision, sentence, or part of this Contract or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Contract as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

12. **Ambiguity:** In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

13. **Appropriation of Funds:** BSAC recognizes that the funding provided for herein is contingent upon the availability and appropriation of public funds by the City.

ENTERED INTO this 16th day of December, 2013.

FOR CITY OF BRYANT, ARKANSAS:

FOR THE CENTRAL ARKANSAS
DEVELOPMENT COUNCIL:

Mayor Jill Dabbs



Larry Cogburn, Executive Director

ATTEST:

ATTEST:

Heather Kizer, City Clerk

**Bryant Parks and Recreation Department
2014 Program Agreement**

THIS AGREEMENT made and entered into on 12-16-13, 2013 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, #2, Bryant, Arkansas (hereinafter called "THE CITY"), and CENTRAL ARKANSAS DEVELOPMENT COUNCIL DOING BUSINESS AS Bryant Senior Adult Center, 321 Edison, Benton, Arkansas (hereinafter called "BSAC").

WITNESSETH

WHEREAS, THE CITY owns property at Bishop Park on Boone Road in Bryant, Arkansas, and;
WHEREAS, the use of said property for the purpose of senior adult activities has been considered the best use of this property for recreational purpose to better service the citizens of Bryant, Arkansas;
WHEREAS, THE CITY provides RECREATIONAL facilities in Bryant, and;
WHEREAS, BSAC provides program administration and operations of the senior adult activities in Bryant;

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of certain areas of the Bryant Community Center as outlined here, and pursuant to the terms contained in the separate contract entered into by the parties hereto, to BSAC for the operation of senior adult activities beginning on January 1, 2014 and ending on December 31, 2014.

The named property will be used by BSAC for special events and services for senior adults on the dates and times listed on the schedules as submitted to the BRYANT PARKS AND RECREATION DEPARTMENT (hereinafter, "the Department") by BSAC.

The general conditions of this program agreement will be:

1. BSAC will operate programs in accordance with nondiscrimination requirements of *Title VI* of the 1964 Civil Rights Act.
2. It is agreed that the program for which this agreement is written must be made available to the general public to join and participate in. It is also agreed that the party sponsoring any community recreation program will furnish and supply all expendable materials necessary for conducting the program.
3. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.
4. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to all applicable policies of THE CITY.
5. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in THE CITY facility. BSAC shall indemnify and hold, the City of Bryant, its Departments, and all of its employees and officials harmless against losses, claims, causes of action, and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by BSAC, its agents, employees, or program participants.
6. It is agreed that the named facility, area, or property may not be assigned, subleased, rented, reserved or loaned to any other group, business, individual, or entity by BSAC without prior approval by THE CITY.
7. No alterations, changes, or modifications to change the intended use may be made to facilities by BSAC, without first receiving written approval from THE CITY. BSAC must submit a detailed request in

- writing to the Department.
8. BSAC assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BSAC. If the repair is neglected for a long period of time, as determined solely by the City, THE CITY will make the necessary repairs and bill BSAC.
 9. BSAC must inspect facilities prior to each use. If damage is discovered to equipment or the facility that poses an immediate hazard or danger then BSAC must immediately notify the Department. Damaged equipment or facility that does not pose a danger or hazard should be discussed with the Department. BSAC must report any vandalism or theft to the Department within 24 (twenty-four) hours or next business day.
 10. BSAC agrees to provide the Department with a schedule of any dates their participants will be at the named site. This schedule must include times and dates of the following: daily use, special events, work dates, etc. Dates and times must not conflict with the Community Center schedule. Normal operation hours for the Department are:
 - 8:00 AM – 5:00 PM Monday – Friday
 - Hours of the Bryant Community Center are:
 - 6:00 AM - 9:00 PM Monday – Friday
 - 8:00 AM – 8:00 PM Saturday
 - 12:00 NOON – 8:00 PM Sunday
 11. Two keys will be given to the Director of the BSAC. Duplicate keys shall only be given to responsible staff.
 12. If requested by the Bryant Parks and Recreation Committee, BSAC agrees to provide a financial statement of the program(s) that this program agreement is written for if requested in writing separately of this agreement.
 13. BSAC agrees to return this agreement signed by the appropriate persons, and any and all additional requested material.
 14. BSAC agrees to provide a list of any bulk chemicals used and/or stored at the facility during their program agreement. This list must include a MSDS for each chemical listed and BSAC must insure that each chemical is properly stored according to MSDS specifications. The Department must be made aware of the intention to use any form of chemical prior to its use or storage in the facility.
 15. Additional conditions to be agreed upon not previously listed:
 - A. BSAC will control all litter by picking up litter their program creates. The litter must be placed in the proper receptacle by BSAC and then be removed on a regular basis by a contracted trash service. If excessive litter must be picked up after 24 hours of the program by THE CITY, BSAC will be charged \$20 for each individual man hour worked.
 - B. BSAC will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement. BSAC understands that their program participants are in no way covered by insurance by THE CITY.
 - C. BSAC are responsible for payment of all utilities (for budgetary purposes the utilities cost shall stay at the current level that the BSAC is using at their previous facility).
 - D. BSAC must contact the Department prior to any digging in the park area. The extensive under ground wiring must be marked by the Department and One Call before any digging can begin. If this procedure is not followed and as a result any lines in the park are damaged, BSAC will be responsible to pay for the cost of any and all repairs to the damaged lines.
 - E. Bishop Park plans to be an Arkansas Parks and Tourism Department Grant Park and all APTD Guidelines must be followed for improvements, preparations, etc. for special events and must be

approved by the Director of the Department after approval from the Department of Parks and Tourism, prior to any alteration of the park.

- F. BSAC will submit contact person(s) for after-business-hour emergencies. List responsibility of the person submitted.
- G. At the request of CITY, BSAC will remove all their equipment at the completion of this agreement period.
- H. BSAC will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY.

Other specific agreements or assurance:

Permanent improvements to facilities and fields will become property of THE CITY. Permanent fixtures include, but are not limited to all: concrete work, fences, underground installations, sprinkler heads, structural work, lighting fixtures, etc.

Non-permanent improvements will be retained by BSAC and include: appliances, equipment, concession equipment, portable buildings, and etc... which were purchased by BSAC.

For Annual Programs-

A program agreement must be signed annually in order to guarantee use of a facility or area. The signing of such agreement in no way binds the Parks and Recreation Department to notify BSAC of the need for a program agreement in the future. The responsibility to obtain an agreement to secure use of a particular facility and/or area for a specific time remains with the organization, group, or person wishing to use Parks and Recreation owned facilities and/or properties.

Bryant Parks and Recreation Department reserves the right to amend this agreement when it deems it necessary. BSAC may amend this agreement by the mutual assent of both parties. If this agreement is amended, it will be written and signed by both parties, and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf and supersede any and/or all previous agreements, contracts, or leases.

Dated this 16 day of December, 2013.

City of Bryant,
A municipal Corporation, First Party,

_____, Mayor Jill Dabbs

Central Arkansas Development Council
User Organization, Second Party,


_____, Larry Cogburn/
Executive Director

Approved by Bryant Parks and Recreation Committee

_____, Committee Chairman

**Bryant Parks and Recreation Department
2014 Program Agreement**

THIS AGREEMENT made and entered into on _____, 2014 by and between the City of Bryant Parks and Recreation Department, a department of the City of Bryant doing business at 210 S.W. 3rd Street, Bryant, Arkansas (hereinafter called "THE CITY"), and Bryant Youth Association, D/B/A Bryant Boys and Girls Club, P.O. Box 129, Bryant, Arkansas (hereinafter called "BGC").

WITNESSETH

WHEREAS, THE CITY owns property at Bishop Park on Boone Road in Bryant, Arkansas, and;

WHEREAS, the use of said property for the purpose of a youth program has been considered the best use of this property for recreational purpose to better service the citizens of Bryant, Arkansas; the property is the 12,000 square feet on the first and second floor of the North Section of the Community Center and the North Basketball Court.

WHEREAS, THE CITY provides and maintains certain recreational programs, facilities and parks in Bryant, and;

WHEREAS, BGC provides program administration and operations of the youth program in Bryant;

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of certain areas of the Bryant Community Center as outlined herein to BGC for the operation of youth programming beginning on January 1, 2014 and ending on December 31, 2014. The named property will be used by BGC for programs and events provided to the City and its youth.

1. For a period not to exceed fifty years, BGC shall be permitted to use, upon payment of an annual fee of \$1.00 which also covers the cost of monthly utilities (i.e. electricity and water/sewer expense), said facilities in sole consideration for the programs and services BGC provides to the City's youth and to provide programs and services for its members. Such Programs and services shall be operated in accordance with such guidelines as BGC shall determine to be appropriate. THE CITY will provide maintenance of the facilities in like manner and consistent with the support extended to other associations operating on City property and for performance of programs and services, including building maintenance for normal wear and tear to the area of the Community Center utilized by BGC, the City agrees to allow BGC use of specified areas of the Community Center at Bishop Park, including utilities associated with said usage. Building maintenance by the City does not include repairs for property damage caused by BGC or its members.
2. Notwithstanding the foregoing, however, the annual use of the premises shall continue until notification as provided in Section 15 below is given to end the terms of this agreement.
3. BGC agrees to furnish the City with an annual report illustrating the activities of the BGC on behalf of the City, no later than September 30, 2013. This report will illustrate and demonstrate how THE CITY funds have been utilized in furtherance of the programs of BGC. Further, BGC agrees to furnish the City with its annual audited financial statement within 30 days of the annual financial statement's completion, per fiscal year this

agreement is in place.

4. Notices and reports required or permitted herein shall be in writing and shall be deemed delivered when actually received by the parties at the addresses described below:
 - i. Mayor, City of Bryant, 210 S.W.3rd Street, Bryant, AR 72022;
 - ii. Executive Director, Boys and Girls Club of Bryant, P.O. Box 129, Bryant, AR 72089.
5. BGC shall maintain insurance in amounts required by federal or state laws and hereby agrees to indemnify and hold harmless the City from any claims, lawsuits, judgments, or settlements brought as a result of the performance of this Agreement or BGC's provision of services hereunder.
6. The parties agree that THE CITY shall have no authority to direct the day-to-day activities of any BGC's employees, shall have no authority over BGC's personnel decision, or the conduct of the services and programs provide to the youth of Bryant.
7. It is agreed that THE CITY has no financial interest in the business of BGC and shall not be liable for any debts or obligations incurred by BGC, nor shall THE CITY be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the BGC, or profits earned or derived by the BGC, nor shall BGC at any time or times use the name or credit of THE CITY in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.
8. BGC, in the performance of its operation and obligations hereunder, shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as THE CITY may from time to time request to indicate that BGC is an independent contractor. THE CITY does not and will not assume any responsibility for the means by which or manner in which service by BGC shall be wholly responsible therefore.
9. In the event any clause, phrase, provision, sentence, or part of this Contract or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Use Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.
10. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

The general conditions of this program agreement will be:

1. BGC will operate programs in accordance to nondiscrimination requirements of *Title VI* of the 1964 Civil Rights Act.
2. It is agreed that the program for which this agreement is written must be made available to the general public to join and participate in. It is also agreed that the party sponsoring any community recreation program will furnish and supply all expendable materials necessary for conducting the program.

3. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.
4. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.
5. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in THE CITY facility. BGC shall indemnify and hold THE CITY, the City of Bryant, and all of its employees harmless against losses, claims, causes of action, and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by BGC, its agents, employees, or program participants
6. It is agreed that the named facility, area, or property may not be assigned, subleased, rented, reserved or loaned to any other group, business, individual, or entity by BGC without prior approval by THE CITY for any rental, assignment or subleased for any period longer than five (5) hours.
7. No alterations, changes, or modifications to change the intended use may be made to facilities by BGC, without first receiving written approval from THE CITY. The BGC must submit a detailed request in writing to THE CITY.
8. BGC assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BGC. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill BGC.
9. BGC must inspect facilities prior to each use. If damage is discovered to equipment or the facility that poses an immediate hazard or danger then BGC must immediately notify THE CITY. Damaged equipment or facility that does not pose a danger or hazard should be discussed with THE CITY. BGC must report any vandalism or theft to THE CITY within 24 (twenty-four) hours or next business day.
10. Two keys will be given to the Director of the BGC. Duplicate keys shall only be given to employees.
11. BGC agrees to return this agreement signed by the appropriate persons, and any and all additional requested material.
12. BGC agrees to provide a list of any bulk chemicals used and/or stored at the facility during their program agreement. This list must include a MSDS for each chemical listed and BGC must insure that each chemical is properly stored according to MSDS specifications. THE CITY must be made aware of the intention to use any form of chemical prior to its use or storage in the facility.
13. Additional conditions to be agreed upon not previously listed:
 - A. BGC will control all litter by picking up litter their program creates. The litter must be placed in

the proper receptacle by BGC and then be removed on a regular basis by THE CITY contracted trash service. If excessive litter must be picked up after 24 hours of the program by THE CITY, BGC will be charged \$10 for each individual man hour worked.

- B. BGC will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement. BGC understands that their program participants are in no way covered by insurance by THE CITY.
- C. BGC will pay for weather damage to water lines, pumps, etc. if the BGC requests that the water be turned on before THE CITY deems acceptable due to weather conditions.
- D. BGC must contact THE CITY prior to any digging in the park area. The extensive under ground wiring must be marked by THE CITY and One Call before any digging can begin. If this procedure is not followed and as a result any lines in the park are damaged, BGC will be responsible to pay for the cost of any and all repairs to the damaged lines.
- E. Bishop Park plans to be Arkansas Parks and Tourism Department Grant Park and all APTD Guidelines must be followed for improvements, preparations, etc. for special events and must be approved by the Director of THE CITY after approval from THE CITY of Parks and Tourism, prior to any alteration of the park.
- F. BGC will submit contact person(s) for after-business-hour emergencies. List responsibility of the person submitted.
- G. At the request of THE CITY, BGC will remove all their equipment at the completion of this agreement period.
- H. BGC will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY.

14. Either Party may terminate this Use Agreement by providing a 60 day written notice of its intent to not renew this agreement. Any such notice must be made 60 days but no more than 90 days prior to the end of any annual term of this agreement. Thus the period to notify a party's intent to cancel this agreement must be submitted in October of the calendar year for which the party wishes to terminate the agreement for the following fiscal year.

15. Other specific agreements or assurance:

A. *Permanent improvements to facilities and fields will become property of THE CITY. Permanent fixtures include, but are not limited to all: concrete work, fences, underground installations, sprinkler heads, structural work, lighting fixtures, etc...*

B. *Non-permanent improvements will be retained by BGC and include: appliances, equipment,*

concession equipment, portable buildings, and etc... which were purchased by BGC.

16. For Annual Programs-

A. A program agreement must be signed annually in order to guarantee use of a facility or area. THE CITY will provide at least a 60 day notice prior to the end of the term of this agreement of the City’s intent to cancel, modify or otherwise change the terms of this Use Agreement. Any changes in programs of uses by BGC will be provided to THE CITY via a written notice provided at least 30 days prior to any such change in program or use of the facilities governed under this Use Agreement. BGC shall notify THE CITY no later than 60 days nor more than 90 days prior to the end of any annual term of this agreement of BGC’s intent to discontinue use of the facilities and/or its intent to vacate the facilities provided for herein.

B. Either party may amend this agreement when deemed necessary, but any amendment, alteration or change in this agreement, other than as provided for in paragraph 15 above, will only be affective by the mutual assent of both parties and will be effective when reduced to writing signed by both parties and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf and supersede any and/or all previous agreements, contracts, or leases.

CITY OF BRYANT, ARKANSAS

BOYS’ AND GIRLS’ CLUB OF BRYANT

Mayor Jill Dabbs

President, Randy Cox

Attest:

Heather Kizer, City Clerk

Suzanne Passmore, Executive Director

Bryant Parks and Recreation Department 2014 Program Agreement

THIS AGREEMENT made and entered into on _____, **2014** by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY"), and Special Olympics Arkansas, doing business at 2115 Main Street NLR, AR 72114 (hereinafter called "SOA").

WITNESSETH

WHEREAS, THE CITY maintains property at Bishop Park Aquatic Center in Bryant, Arkansas; and

WHEREAS, the use of said property for the purpose of the Special Olympics Arkansas has been considered the best use of this property for recreational purpose and to better service the citizens of Bryant, Arkansas.

WHEREAS, THE CITY provides and maintains certain recreational facilities for programs and parks in Bryant, and

WHEREAS, Special Olympics Arkansas provides program administration and operations of the Swim Program in Bryant, NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of Bishop Park Aquatic Center between **March 15th, 2014 – May 3rd, 2014** as outlined here to SOA for the operation of Special Olympics Arkansas.

Named property will be used by SOA for events, and practices on the dates and times listed on the schedules provided to THE DEPARTMENT.

The general conditions of this program agreement will be:

1. SOA will operate programs in accordance with nondiscrimination requirements of *Title VI* of the 1964 Civil Rights Act.
2. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.
3. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.
4. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in THE DEPARTMENT's Facility. SOA shall indemnify and hold the City of Bryant, its departments and all of its employees, and agents harmless against losses, claims, causes of action and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by SOA, its agents, employees, or program participants.
5. It is agreed that the named facility, area, or property may not be assigned, subleased, rented, reserved or loaned to any other group, business, individual, or entity by SOA without prior approval by THE CITY.

6. No alterations, changes, or modifications to change the intended use may be made to facilities by SOA, without first receiving written approval from THE CITY. The SOA must submit a detailed request in writing to THE CITY'S Park Department (hereinafter, "THE DEPARTMENT").

7. SOA assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by SOA. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the SOA.

8. SOA must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger SOA must immediately notify THE DEPARTMENT. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. SOA must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.

9. With this agreement, no facility charges will apply for SOA.

10. The swim group roster must be turned in 10 day prior to the practice start date. Roster must include Name, Last Name, and DOB, home address and phone number, emergency contact name, address and phone number. Any changes to roster must be reported to the Aquatics Coordinator.

11. SOA Practice schedule;

March 15th, 22nd, April 5th, 12th, 26th, and May 3rd at 9:00 am-10:00 am with lanes 8 and 7.

12. SOA agrees to use only the competition pool with no more than two (2) lanes during the provided practice times.

13. SOA swimmers will not be required to be members of Bishop Park Community Center. However, swimmers who are not members may not under any circumstances be in the aquatic facility without a coach or teacher present and supervising them. When practice ends, all non-members must leave before the coach or teacher leaves.

14. SOA agrees to provide a volunteer for each practice to make sure every SOA member uses the facility for ONLY the practice hours provided by The Department. The Department is not responsible for any injuries or accidents at any time. Proof of insurance must be turned in with the roster.

15. If requested by the Bryant Parks and Recreation Committee or City Council, SOA agrees to provide a financial statement of the program(s) that this program agreement is written for, if requested in writing separately of this agreement.

16. SOA agrees to return this agreement signed by the appropriate persons, and any and all additional requested material before the March 15th 2014.

17. Additional conditions to be agreed upon not previously listed:

A. SOA will control all litter by picking up litter their program creates after each time the facility is used. The litter must be placed in the proper receptacle by BB.

B. SOA will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement before regular season starts. SOA understands that their program participants are in no way covered by insurance by THE CITY OR THE DEPARTMENT.

C. SOA will submit contact person(s) for after business hours emergencies. List responsibility of person submitted.

D. At the request of THE DEPARTMENT, SOA will remove all their equipment at the completion of this agreement period.

E. SOA will insure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT.

18. THE DEPARTMENT agrees to the following specific conditions and assurances:

A. The Aquatic Center area will be maintained on a regular schedule.

B. THE DEPARTMENT will be responsible Monday - Sunday for the pool chemicals.

C. THE DEPARTMENT will purchase and replace light bulbs. If extensive damage is caused by weather or vandalism, the replacement time for lights may be longer than usual.

D. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.

E. THE DEPARTMENT upon written request by the SOA will provide a liaison to the SOA meetings to assure the maintenance program is satisfactory.

F. Permanent improvements to facilities will become property of THE DEPARTMENT.

G. Non-permanent improvements will be retained by SOA.

The term of this Agreement shall be one (1) year, and shall begin on the first day of the month in which this Agreement is executed by the parties. This Agreement shall automatically be renewed for like terms of one (1) year each successively until this Agreement is terminated, unless a party gives ninety (90) days' notice, in advance of the termination date, of its intention to not renew.

Bryant Parks and Recreation Department, or SOA may amend this agreement by the mutual assent of both parties. If this agreement is amended, it will be written, signed by both parties stated and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf on SOA; and supersede any and/or all previous agreements, contracts, or leases.

CITY OF BRYANT,

A municipal Corporation, First Party,

_____, Mayor

User Organization,

_____,'

Dated this _____ day of _____, 2012

Bryant Parks and Recreation Department 2014 Program Agreement

THIS AGREEMENT made and entered into on _____, **2014** by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY"), and Bryant Barracudas, doing business at 690 W. Lawson RD Alexander, Arkansas (hereinafter called "BB").

WITNESSETH

WHEREAS, THE CITY maintains property at Bishop Park Aquatic Center in Bryant, Arkansas; and

WHEREAS, the use of said property for the purpose of the Bryant Barracudas Swim Team has been considered the best use of this property for recreational purpose and to better service the citizens of Bryant, Arkansas.

WHEREAS, THE CITY provides and maintains certain recreational facilities for programs and parks in Bryant, and

WHEREAS, Bryant Barracudas provides program administration and operations of the Swim Program in Bryant, NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of Bishop Park Aquatic Center between **May 5th, 2014 – July 20, 2014** and Mills Park Pool between **June 2nd - July 18th** as outlined here to BB for the operation of Bryant Barracudas.

Named property will be used by BB for events, and practices on the dates and times listed on the schedules provided to THE DEPARTMENT.

The general conditions of this program agreement will be:

1. BB will operate programs in accordance with nondiscrimination requirements of *Title VI* of the 1964 Civil Rights Act.
2. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.
3. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.
4. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in THE DEPARTMENT's Facility. BB shall indemnify and hold the City of Bryant, its departments and all of its employees, and agents harmless against losses, claims, causes of action and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by BB, its agents, employees, or program participants.
5. It is agreed that the named facility, area, or property may not be assigned, subleased, rented, reserved or loaned to any other group, business, individual, or entity by BB without prior approval by THE CITY.

6. No alterations, changes, or modifications to change the intended use may be made to facilities by BB, without first receiving written approval from THE CITY. The BB must submit a detailed request in writing to THE CITY'S Park Department (hereinafter, "THE DEPARTMENT").

7. BB assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BB. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the BB.

8. BB must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger BB must immediately notify THE DEPARTMENT. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. BB must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.

9. With this agreement, BB agrees to pay the charge of Summer Swim League fee, \$1,250.00.

10. The team roster must be turned in 10 day prior to the practice start date. Roster must include Name, Last Name, and DOB, home address and phone number, emergency contact name, address and phone number. Any changes to roster must be reported to the Aquatics Coordinator.

11. Bishop Park Pool Practice Schedule

May 5th – May 31st; Monday through Thursday, 4:00pm-5:00pm with 4 lanes, Tuesday Thursdays 6:30pm-8:00pm with 3 lanes and Monday Wednesday 6:30pm-7:15pm.

June 2nd – July 18th; Monday through Thursday, 10:30am-12:00pm with 4 lanes, and 7:30-9:00pm with 4 lanes.

Mills Park Pool Practice Schedule

June 2nd – July 20th; Monday through Thursday 7:00pm-8:00pm.

12. BB agrees to use Mills Park Pool outside of regular operation hours. Therefore BB is responsible closing up the facility and following closing procedures provided by THE CITY.

13. THE CITY will not provide lifeguards for Bishop Park and Mills Park Pool practices. BB is responsible providing necessary supervision for practices.

14. BB agrees to use only the Bishop Park Competition Pool with no more than four (4) lanes during the provided practice times.

15. BB will be allowed to host 3 swim meets for five (5) hours limit on each meet for no charge. BB agrees to pay \$100.00 for every hour exceeding five (5) hours.

16. BB will NOT have an access to the timing system, starting system, and the scoreboard for

the duration of the swim meets. Advertising on scoreboard, and hanging sponsor banners and signs requires an approval from the Department.

17. In order to participate on the Bryant Barracuda Swim Team and in its practices or meets, Bryant Barracuda Swim Team swimmers will not be required to be members of Bishop Park Community Center. However, swimmers who are not members may not under any circumstances be in the aquatic facility without a coach or teacher present and supervising them. When practice ends, all non-members must leave before the coach or teacher leaves.

18. BB agrees to provide a volunteer for each practice to make sure every Bryant Barracudas Swim Team member uses the facility for ONLY the practice hours provided by The Department. The Department is not responsible for any injuries or accidents at any time. Proof of insurance must be turned in with the roster.

19. Additional swim meets will be charged. The competition pool fee is \$100.00/hour, therapy pool usage fee is \$100/hour. The meet schedule must be turned in with this agreement. Dates and times must not conflict with THE DEPARTMENT work schedule without prior approval. Normal work hours for THE DEPARTMENT are: 8:00 AM - 5:00 PM Monday - Friday.

20. The Department has the first option to run the concession during those meets.

21. If requested by the Bryant Parks and Recreation Committee or City Council, BB agrees to provide a financial statement of the program(s) that this program agreement is written for, if requested in writing separately of this agreement.

22. BB agrees to return this agreement signed by the appropriate persons, and any and all additional requested material before the May 1st 2013.

23. Additional conditions to be agreed upon not previously listed:

A. BB will control all litter by picking up litter their program creates after each time the facility is used. The litter must be placed in the proper receptacle by BB.

B. BB will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement before regular season starts. BB understands that their program participants are in no way covered by insurance by THE CITY OR THE DEPARTMENT.

C. BB will submit contact person(s) for after business hours emergencies. List responsibility of person submitted.

D. At the request of THE DEPARTMENT, BB will remove all their equipment at the completion of this agreement period.

E. BB will insure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT.

24. THE DEPARTMENT agrees to the following specific conditions and assurances:

A. The Aquatic Center area will be maintained on a regular schedule.

B. THE DEPARTMENT will be responsible Monday - Sunday for the pool chemicals.

C. THE DEPARTMENT will purchase and replace light bulbs. If extensive damage is caused by weather or vandalism, the replacement time for lights may be longer than usual.

D. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.

E. THE DEPARTMENT upon written request by the BB will provide a liaison to the BB meetings to assure the maintenance program is satisfactory.

F. Permanent improvements to facilities and fields will become property of THE DEPARTMENT.

G. Non-permanent improvements will be retained by BB.

The term of this Agreement shall be one (1) year, and shall begin on the first day of the month in which this Agreement is executed by the parties. This Agreement shall automatically be renewed for like terms of one (1) year each successively until this Agreement is terminated, unless a party gives ninety (90) days' notice, in advance of the termination date, of its intention to not renew.

Bryant Parks and Recreation Department, or Bryant Barracudas may amend this agreement by the mutual assent of both parties. If this agreement is amended, it will be written, signed by both parties stated and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf on BB; and supersede any and/or all previous agreements, contracts, or leases.

CITY OF BRYANT,

A municipal Corporation, First Party,

_____, Mayor

User Organization,

Dated this _____ day of _____, 2012

Date: February 10, 2014

To: Mayor Jill Dabbs and Monty Ledbetter

From: Jack Truemper

RE: City of Bryant, AR Capital Improvement Revenue Bonds, Series 2008

Please find attached a savings analysis of the December 1, 2008 bond issue. I have assumed current interest rates and have included three options. Option 1 mirrors the existing bonds repayment term with the refunding bonds. Option 2 provides most of the savings to be realized in the first three years. Option 3 provides most of the savings to be realized in the first five years.

A summary of this transaction and the attached schedules is shown below.

Series 2008 Capital Improvement Revenue Bonds. The call date on the bonds is February 1, 2014 and the final maturity is August 1, 2029. The maximum annual debt service payment is \$348,617.50 and the remaining bonds carry an average coupon of 4.718%. Option 1 is a refunding of this issue which produces an estimated net savings of approximately \$318,000 and a net present value savings of \$229,572. Expressed as a percentage of the refunding principal, the net present value benefit is shown as 5.971% on this schedule. Option 2 is a refunding of this issue which produces an estimated net savings of approximately \$246,137 of which \$213,538 is realized in the first three years and a net present value savings of \$226,555. Expressed as a percentage of the refunding principal, the net present value benefit is shown as 5.892% on this schedule. Option 3 is a refunding of this issue which produces an estimated net savings of approximately \$250,700 of which \$216,125 is realized in the first five years and a net present value savings of \$224,270. Expressed as a percentage of the refunding principal, the net present value benefit is shown as 5.833% on this schedule.

Schedule 1: This represents the current repayment schedule on the December 1, 2008 bond issue.

Schedule 2: This schedule reflects the refinancing savings being realized evenly over the term of the bond issue (level savings).

Schedule 3: This schedule shows the amount of savings achieved by realizing most of the savings in the first three years (accelerated savings).

Schedule 4: This schedule shows the amount of savings achieved by realizing most of the savings in the first five years (accelerated savings).

Please keep in mind that the actual amount of savings will depend on the interest rates received at the time bonds are sold. The final savings associated with this refunding could be more or less than the attached schedules indicate.

City of Bryant, Arkansas
Capital Improvement Revenue Bonds
 Series 2008

Total Refunded Debt Service

Date	Principal	Coupon	Interest	Total P+I
08/01/2014	170,000.00	3.950%	87,650.00	257,650.00
08/01/2015	180,000.00	4.050%	168,585.00	348,585.00
08/01/2016	185,000.00	4.150%	161,295.00	346,295.00
08/01/2017	195,000.00	4.250%	153,617.50	348,617.50
08/01/2018	200,000.00	4.300%	145,330.00	345,330.00
08/01/2019	210,000.00	4.350%	136,730.00	346,730.00
08/01/2020	220,000.00	4.400%	127,595.00	347,595.00
08/01/2021	230,000.00	4.500%	117,915.00	347,915.00
08/01/2022	240,000.00	4.500%	107,565.00	347,565.00
08/01/2023	250,000.00	4.500%	96,765.00	346,765.00
08/01/2024	260,000.00	4.600%	85,515.00	345,515.00
08/01/2025	275,000.00	4.700%	73,555.00	348,555.00
08/01/2026	285,000.00	4.800%	60,630.00	345,630.00
08/01/2027	300,000.00	4.900%	46,950.00	346,950.00
08/01/2028	315,000.00	5.000%	32,250.00	347,250.00
08/01/2029	330,000.00	5.000%	16,500.00	346,500.00
Total	\$3,845,000.00	-	\$1,618,447.50	\$5,463,447.50

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation.....	3/01/2014
Average Life.....	8.841 Years
Average Coupon.....	4.7182726%
Weighted Average Maturity (Par Basis).....	8.841 Years

Refunding Bond Information

Refunding Dated Date.....	3/01/2014
Refunding Delivery Date.....	3/01/2014

Series 12/1/08 | SINGLE PURPOSE | 2/ 7/2014 | 11:02 AM

Stephens Inc.
 Public Finance

City of Bryant, Arkansas
Capital Improvement Revenue Refunding Bonds
 Series 2014

Gross Debt Service Comparison

Date	Principal	Coupon	Interest	New D/S	OLD D/S	Savings
08/01/2014	75,000.00	1.000%	54,697.92	124,834.44	143,875.00	19,040.56
08/01/2015	200,000.00	2.000%	130,525.00	330,525.00	348,585.00	18,060.00
08/01/2016	200,000.00	2.000%	126,525.00	326,525.00	346,295.00	19,770.00
08/01/2017	205,000.00	2.000%	122,525.00	327,525.00	348,617.50	21,092.50
08/01/2018	205,000.00	2.500%	118,425.00	323,425.00	345,330.00	21,905.00
08/01/2019	215,000.00	3.000%	113,300.00	328,300.00	346,730.00	18,430.00
08/01/2020	220,000.00	3.000%	106,850.00	326,850.00	347,595.00	20,745.00
08/01/2021	230,000.00	3.500%	100,250.00	330,250.00	347,915.00	17,665.00
08/01/2022	235,000.00	4.000%	92,200.00	327,200.00	347,565.00	20,365.00
08/01/2023	245,000.00	4.000%	82,800.00	327,800.00	346,765.00	18,965.00
08/01/2024	250,000.00	4.000%	73,000.00	323,000.00	345,515.00	22,515.00
08/01/2025	265,000.00	4.375%	63,000.00	328,000.00	348,555.00	20,555.00
08/01/2026	275,000.00	4.375%	51,406.26	326,406.26	345,630.00	19,223.74
08/01/2027	285,000.00	4.375%	39,375.00	324,375.00	346,950.00	22,575.00
08/01/2028	300,000.00	4.375%	26,906.26	326,906.26	347,250.00	20,343.74
08/01/2029	315,000.00	4.375%	13,781.26	328,781.26	346,500.00	17,718.74
Total	\$3,720,000.00	-	\$1,315,566.70	\$5,030,703.22	\$5,349,672.50	\$318,969.28

PV Analysis Summary (Gross to Gross)

Gross PV Debt Service Savings.....	348,869.27
Transfers from Prior Issue Debt Service Fund.....	(113,775.00)
Transfers from Prior Issue DSR Fund.....	(175,647.35)
Amount deposited into new DSR Fund.....	165,262.50
Contingency or Rounding Amount.....	4,863.48
Net Present Value Benefit.....	\$229,572.90
Net PV Benefit / \$3,845,000 Refunded Principal.....	5.971%
Net PV Benefit / \$3,720,000 Refunding Principal.....	6.171%

Refunding Bond Information

Refunding Dated Date.....	3/01/2014
Refunding Delivery Date.....	3/01/2014

Series 2014 Ref 08-Non BQ | SINGLE PURPOSE | 2/7/2014 | 11:02 AM

Stephens Inc.
 Public Finance

City of Bryant, Arkansas
Capital Improvement Revenue Refunding Bonds
 Series 2014

Gross Debt Service Comparison

Date	Principal	Coupon	Interest	New D/S	OLD D/S	Savings
08/01/2014	-	-	56,354.17	51,816.34	143,875.00	92,058.66
08/01/2015	105,000.00	2.000%	135,250.00	240,250.00	348,585.00	108,335.00
08/01/2016	200,000.00	2.000%	133,150.00	333,150.00	346,295.00	13,145.00
08/01/2017	215,000.00	2.000%	129,150.00	344,150.00	348,617.50	4,467.50
08/01/2018	220,000.00	2.500%	124,850.00	344,850.00	345,330.00	480.00
08/01/2019	225,000.00	3.000%	119,350.00	344,350.00	346,730.00	2,380.00
08/01/2020	230,000.00	3.000%	112,600.00	342,600.00	347,595.00	4,995.00
08/01/2021	240,000.00	3.500%	105,700.00	345,700.00	347,915.00	2,215.00
08/01/2022	250,000.00	4.000%	97,300.00	347,300.00	347,565.00	265.00
08/01/2023	255,000.00	4.000%	87,300.00	342,300.00	346,765.00	4,465.00
08/01/2024	265,000.00	4.000%	77,100.00	342,100.00	345,515.00	3,415.00
08/01/2025	280,000.00	4.375%	66,500.00	346,500.00	348,555.00	2,055.00
08/01/2026	290,000.00	4.375%	54,250.00	344,250.00	345,630.00	1,380.00
08/01/2027	305,000.00	4.375%	41,562.50	346,562.50	346,950.00	387.50
08/01/2028	315,000.00	4.375%	28,218.76	343,218.76	347,250.00	4,031.24
08/01/2029	330,000.00	4.375%	14,437.50	344,437.50	346,500.00	2,062.50
Total	\$3,725,000.00	-	\$1,383,072.93	\$5,103,535.10	\$5,349,672.50	\$246,137.40

PV Analysis Summary (Gross to Gross)

Gross PV Debt Service Savings.....	337,790.45
Transfers from Prior Issue Debt Service Fund.....	(113,775.00)
Transfers from Prior Issue DSR Fund.....	(175,647.35)
Amount deposited into new DSR Fund.....	173,650.00
Contingency or Rounding Amount.....	4,537.83
 Net Present Value Benefit.....	 \$226,555.93
 Net PV Benefit / \$3,845,000 Refunded Principal.....	 5.892%
Net PV Benefit / \$3,725,000 Refunding Principal.....	6.082%

Refunding Bond Information

Refunding Dated Date.....	3/01/2014
Refunding Delivery Date.....	3/01/2014

Series 2014 Ref 08-Non BQ | SINGLE PURPOSE | 2/7/2014 | 11:03 AM

Stephens Inc.
 Public Finance

City of Bryant, Arkansas
Franchise Fee Revenue Refunding Bonds
Series 2014

Gross Debt Service Comparison

Date	Principal	Coupon	Interest	New D/S	OLD D/S	Savings
08/01/2014	-	-	56,242.19	53,652.29	143,875.00	90,222.71
08/01/2015	180,000.00	2.000%	134,981.26	314,981.26	348,585.00	33,603.74
08/01/2016	185,000.00	2.000%	131,381.26	316,381.26	346,295.00	29,913.74
08/01/2017	190,000.00	2.000%	127,681.26	317,681.26	348,617.50	30,936.24
08/01/2018	190,000.00	2.500%	123,881.26	313,881.26	345,330.00	31,448.74
08/01/2019	225,000.00	3.000%	119,131.26	344,131.26	346,730.00	2,598.74
08/01/2020	230,000.00	3.000%	112,381.26	342,381.26	347,595.00	5,213.74
08/01/2021	240,000.00	3.500%	105,481.26	345,481.26	347,915.00	2,433.74
08/01/2022	250,000.00	4.000%	97,081.26	347,081.26	347,565.00	483.74
08/01/2023	255,000.00	4.000%	87,081.26	342,081.26	346,765.00	4,683.74
08/01/2024	265,000.00	4.000%	76,881.26	341,881.26	345,515.00	3,633.74
08/01/2025	280,000.00	4.375%	66,281.26	346,281.26	348,555.00	2,273.74
08/01/2026	290,000.00	4.375%	54,031.26	344,031.26	345,630.00	1,598.74
08/01/2027	300,000.00	4.375%	41,343.76	341,343.76	346,950.00	5,606.24
08/01/2028	315,000.00	4.375%	28,218.76	343,218.76	347,250.00	4,031.24
08/01/2029	330,000.00	4.375%	14,437.50	344,437.50	346,500.00	2,062.50
Total	\$3,725,000.00	-	\$1,376,517.33	\$5,098,927.43	\$5,349,672.50	\$250,745.07

PV Analysis Summary (Gross to Gross)

Gross PV Debt Service Savings	336,223.42
Transfers from Prior Issue Debt Service Fund	(113,775.00)
Transfers from Prior Issue DSR Fund	(174,308.75)
Amount deposited into new DSR Fund	173,540.63
Contingency or Rounding Amount	2,589.90
Net Present Value Benefit	\$224,270.20
Net PV Benefit / \$3,845,000 Refunded Principal	5.833%
Net PV Benefit / \$3,725,000 Refunding Principal	6.021%

Refunding Bond Information

Refunding Dated Date	3/01/2014
Refunding Delivery Date	3/01/2014

File | BRYANT (CITY).SF | 2/10/2014 | 9:14 AM

Stephens Inc.
Public Finance

G-23 Disclosure

Stephens has recently implemented a policy that is designed to comply with the new disclosure requirements under revised MSRB Rule G-23. In conjunction with these new requirements, we are providing the following disclosure to all of our municipal underwriting clients:

Stephens proposes to be the underwriter, and not the financial advisor, for proposed securities to be issued by the City of Bryant, Arkansas. The primary role of an underwriter, as distinguished from a financial advisor, is to purchase, or arrange for the placement of securities in an arm's-length commercial transaction between the issuer and the underwriter. The underwriter has financial and other interests that differ from those of the Issuer. Stephens and its affiliates engage in a broad range of securities transactions and activities, financial services and other relationships from time to time that involves interests that differ from those of the Issuer. In the ordinary course of business, Stephens or its affiliates (i) may at any time hold long or short positions, and, through employees who do not have access to non-public information relating to this issue, may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities of the Issuer or any other prospective participant in the Issuer's project and (ii) may at any time be pursuing, providing or arranging financing or other financial or transactional services to such prospective participants or to other issuers or market participants.

Date: February 10, 2014

To: Mayor Jill Dabbs and Monty Ledbetter

From: Jack Truemper

RE: City of Bryant, AR Water and Sewer Refunding Revenue Bonds, Series 2008 A&B

Please find attached a savings analysis of the December 1, 2008 bond issue. I have assumed current interest rates and have included two options. Option 1 mirrors the existing bonds repayment term with the refunding bonds. Option 2 provides most of the savings to be realized in the first five years.

A summary of this transaction and the attached schedules is shown below.

Series 2008 Water and Sewer Refunding Revenue Bonds. The call date on the bonds is June 1, 2014 and the final maturity is December 1, 2018 on the Series A Bonds and December 1, 2038 on the Series B Bonds. The maximum annual combined debt service payment is \$718,335 and the remaining bonds carry an average coupon of 4.18% Series A Bonds and 5.134% Series B Bonds. Option 1 is refunding of this issue which produces an estimated net savings of approximately \$892,000 and a net present value savings of \$563,000. Expressed as a percentage of the refunding principal, the net present value benefit is shown as 8.132% on this schedule. Option 2 is a refunding of this issue which produces an estimated net savings of approximately \$681,000 of which \$489,328 is realized in the first five years and a net present value savings of \$524,859. Expressed as a percentage of the refunding principal, the net present value benefit is shown as 7.574% on this schedule.

Schedule 1: This represents the current repayment schedule on the December 1, 2008 A and B bond issue.

Schedule 2: This schedule reflects the refinancing savings being realized evenly over the term of the bond issue (level savings).

Schedule 3: This schedule shows the amount of savings achieved by realizing most of the savings in the first five years (accelerated savings).

Please keep in mind that the actual amount of savings will depend on the interest rates received at the time bonds are sold. The final savings associated with this refunding could be more or less than the attached schedules indicate.

City of Bryant, Arkansas
Water and Sewer Revenue Refunding Bonds
Series 2014

Total Refunded Debt Service

DATE	Series 2008 Rem	Series 2008 Rem	TOTAL P+I
12/01/2014	465,425.00	249,770.00	715,195.00
12/01/2015	465,225.00	249,340.00	714,565.00
12/01/2016	469,425.00	248,910.00	718,335.00
12/01/2017	467,410.00	248,480.00	715,890.00
12/01/2018	469,350.00	248,050.00	717,400.00
12/01/2019	-	657,620.00	657,620.00
12/01/2020	-	659,350.00	659,350.00
12/01/2021	-	659,990.00	659,990.00
12/01/2022	-	664,520.00	664,520.00
12/01/2023	-	282,695.00	282,695.00
12/01/2024	-	281,945.00	281,945.00
12/01/2025	-	285,445.00	285,445.00
12/01/2026	-	283,445.00	283,445.00
12/01/2027	-	286,195.00	286,195.00
12/01/2028	-	283,445.00	283,445.00
12/01/2029	-	285,445.00	285,445.00
12/01/2030	-	286,605.00	286,605.00
12/01/2031	-	282,245.00	282,245.00
12/01/2032	-	282,625.00	282,625.00
12/01/2033	-	282,485.00	282,485.00
12/01/2034	-	286,825.00	286,825.00
12/01/2035	-	284,725.00	284,725.00
12/01/2036	-	282,075.00	282,075.00
12/01/2037	-	283,875.00	283,875.00
12/01/2038	-	284,850.00	284,850.00
Total	\$2,336,835.00	\$8,430,955.00	\$10,767,790.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	3/01/2014
Average Life	10.714 Years
Average Coupon	5.0594178%
Weighted Average Maturity (Par Basis)	10.714 Years

Refunding Bond Information

Refunding Dated Date	3/01/2014
Refunding Delivery Date	3/01/2014

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Stephens Inc.
Public Finance

City of Bryant, Arkansas
Water and Sewer Revenue Refunding Bonds
Series 2014

Gross Debt Service Comparison

Date	Principal	Coupon	Interest	New D/S	OLD D/S	Savings
12/01/2014	510,000.00	1.000%	170,076.57	680,076.57	715,195.00	35,118.43
12/01/2015	455,000.00	2.000%	221,668.76	676,668.76	714,565.00	37,896.24
12/01/2016	470,000.00	2.000%	212,568.76	682,568.76	718,335.00	35,766.24
12/01/2017	475,000.00	2.000%	203,168.76	678,168.76	715,890.00	37,721.24
12/01/2018	490,000.00	2.500%	193,668.76	683,668.76	717,400.00	33,731.24
12/01/2019	440,000.00	3.000%	181,418.76	621,418.76	657,620.00	36,201.24
12/01/2020	455,000.00	3.000%	168,218.76	623,218.76	659,350.00	36,131.24
12/01/2021	470,000.00	3.500%	154,568.76	624,568.76	659,990.00	35,421.24
12/01/2022	490,000.00	4.000%	138,118.76	628,118.76	664,520.00	36,401.24
12/01/2023	130,000.00	4.000%	118,518.76	248,518.76	282,695.00	34,176.24
12/01/2024	135,000.00	4.000%	113,318.76	248,318.76	281,945.00	33,626.24
12/01/2025	140,000.00	4.000%	107,918.76	247,918.76	285,445.00	37,526.24
12/01/2026	145,000.00	4.000%	102,318.76	247,318.76	283,445.00	36,126.24
12/01/2027	155,000.00	4.000%	96,518.76	251,518.76	286,195.00	34,676.24
12/01/2028	155,000.00	4.000%	90,318.76	245,318.76	283,445.00	38,126.24
12/01/2029	165,000.00	4.000%	84,118.76	249,118.76	285,445.00	36,326.24
12/01/2030	175,000.00	4.125%	77,518.76	252,518.76	286,605.00	34,086.24
12/01/2031	175,000.00	4.125%	70,300.00	245,300.00	282,245.00	36,945.00
12/01/2032	185,000.00	4.125%	63,081.26	248,081.26	282,625.00	34,543.74
12/01/2033	190,000.00	4.125%	55,450.00	245,450.00	282,485.00	37,035.00
12/01/2034	205,000.00	4.125%	47,612.50	252,612.50	286,825.00	34,212.50
12/01/2035	210,000.00	4.375%	39,156.26	249,156.26	284,725.00	35,568.74
12/01/2036	215,000.00	4.375%	29,968.76	244,968.76	282,075.00	37,106.24
12/01/2037	230,000.00	4.375%	20,562.50	250,562.50	283,875.00	33,312.50
12/01/2038	240,000.00	4.375%	10,500.00	250,500.00	284,850.00	34,350.00
Total	\$7,105,000.00	-	\$2,770,658.01	\$9,875,658.01	\$10,767,790.00	\$892,131.99

PV Analysis Summary (Gross to Gross)

Gross PV Debt Service Savings	579,502.11
Transfers from Prior Issue DSR Fund	(359,168.00)
Amount deposited into new DSR Fund	341,834.38
Contingency or Rounding Amount	1,369.97
Net Present Value Benefit	\$563,538.46
Net PV Benefit / \$6,930,000 Refunded Principal	8.132%
Net PV Benefit / \$7,105,000 Refunding Principal	7.932%

Refunding Bond Information

Refunding Dated Date	3/01/2014
Refunding Delivery Date	3/01/2014

City of Bryant, Arkansas
Water and Sewer Revenue Refunding Bonds
Series 2014

Gross Debt Service Comparison

Date	Principal	Coupon	Interest	New D/S	OLD D/S	Savings
12/01/2014	440,000.00	1.000%	175,556.25	615,556.25	715,195.00	99,638.75
12/01/2015	385,000.00	2.000%	229,675.00	614,675.00	714,565.00	99,890.00
12/01/2016	400,000.00	2.000%	221,975.00	621,975.00	718,335.00	96,360.00
12/01/2017	405,000.00	2.000%	213,975.00	618,975.00	715,890.00	96,915.00
12/01/2018	415,000.00	2.500%	205,875.00	620,875.00	717,400.00	96,525.00
12/01/2019	455,000.00	3.000%	195,500.00	650,500.00	657,620.00	7,120.00
12/01/2020	470,000.00	3.000%	181,850.00	651,850.00	659,350.00	7,500.00
12/01/2021	485,000.00	3.500%	167,750.00	652,750.00	659,990.00	7,240.00
12/01/2022	505,000.00	4.000%	150,775.00	655,775.00	664,520.00	8,745.00
12/01/2023	140,000.00	4.000%	130,575.00	270,575.00	282,695.00	12,120.00
12/01/2024	145,000.00	4.000%	124,975.00	269,975.00	281,945.00	11,970.00
12/01/2025	155,000.00	4.000%	119,175.00	274,175.00	285,445.00	11,270.00
12/01/2026	160,000.00	4.000%	112,975.00	272,975.00	283,445.00	10,470.00
12/01/2027	170,000.00	4.000%	106,575.00	276,575.00	286,195.00	9,620.00
12/01/2028	175,000.00	4.000%	99,775.00	274,775.00	283,445.00	8,670.00
12/01/2029	185,000.00	4.000%	92,775.00	277,775.00	285,445.00	7,670.00
12/01/2030	190,000.00	4.125%	85,375.00	275,375.00	286,605.00	11,230.00
12/01/2031	195,000.00	4.125%	77,537.50	272,537.50	282,245.00	9,707.50
12/01/2032	205,000.00	4.125%	69,493.76	274,493.76	282,625.00	8,131.24
12/01/2033	210,000.00	4.125%	61,037.50	271,037.50	282,485.00	11,447.50
12/01/2034	225,000.00	4.125%	52,375.00	277,375.00	286,825.00	9,450.00
12/01/2035	230,000.00	4.375%	43,093.76	273,093.76	284,725.00	11,631.24
12/01/2036	240,000.00	4.375%	33,031.26	273,031.26	282,075.00	9,043.74
12/01/2037	250,000.00	4.375%	22,531.26	272,531.26	283,875.00	11,343.74
12/01/2038	265,000.00	4.375%	11,593.76	276,593.76	284,850.00	8,256.24
Total	\$7,100,000.00	-	\$2,985,825.05	\$10,085,825.05	\$10,767,790.00	\$681,964.95

PV Analysis Summary (Gross to Gross)

Gross PV Debt Service Savings	556,106.81
Transfers from Prior Issue DSR Fund	(359,168.00)
Amount deposited into new DSR Fund	327,887.50
Contingency or Rounding Amount	32.90
Net Present Value Benefit	\$524,859.21
Net PV Benefit / \$6,930,000 Refunded Principal	7.574%
Net PV Benefit / \$7,100,000 Refunding Principal	7.392%

Refunding Bond Information

Refunding Dated Date	3/01/2014
Refunding Delivery Date	3/01/2014

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----- Forwarded message -----

From: **Michael Bolin** <cmbolin@sbcglobal.net>
Date: Mon, Jan 27, 2014 at 4:53 PM
Subject: Collegeville Heights
To: Monty Ledbetter <mledbetter@cityofbryant.com>
Cc: Amanda Adaire <amanda.adaire@capdd.org>

Monty,

The existing Collegeville Heights Mobile Home Park was built in the early 1970's and included its own wastewater collection and treatment systems. The location of the mobile home park is shown on the attached vicinity map.

The wastewater treatment plant is a single cell oxidation pond, which was apparently not properly constructed initially and has never been properly maintained. The pond overflows on a regular basis thereby creating a serious health hazard to all of the residents in the area. The collection system is also in serious disrepair and neither the collection system or the treatment plant are salvageable. ADEQ and the Health Department have documented numerous violations and health hazards created by these facilities over a long period of time.

It appears that the only means of correcting the wastewater system problems will be to completely reconstruct the collection system and abandon the treatment plant. This will require that the collected wastewater be transported to a permitted treatment facility. The nearest wastewater system capable of handling the wastewater stream belongs to the City of Bryant. We therefore propose to construct a new gravity collection system to serve the area with a wastewater pumping station to collect all of the wastewater. A force would be constructed to deliver the wastewater to the Bryant collection system. All proposed construction will be in accordance with the City of Bryant's standards.

There is a potential of the community receiving grant funding to cover the cost of the proposed construction. Saline County Judge Lanny Fite has agreed to file for the available grant funds on behalf of the community, and Central Arkansas Planning and Development District is performing all of the administrative work required by the grant application process. However, to be able to proceed with the grant process will require a commitment from the City of Bryant to accept the wastewater for treatment.

There are currently 48 homes in the project area, which will produce an average wastewater flow of 12,000 gallons per day (gpd) with a peak flow of 35 gallons per minute (gpm). The system will be designed for 100 residences to accommodate potential growth. The design average and peak flows will be 25,000 gpd and 70 gpm respectively.

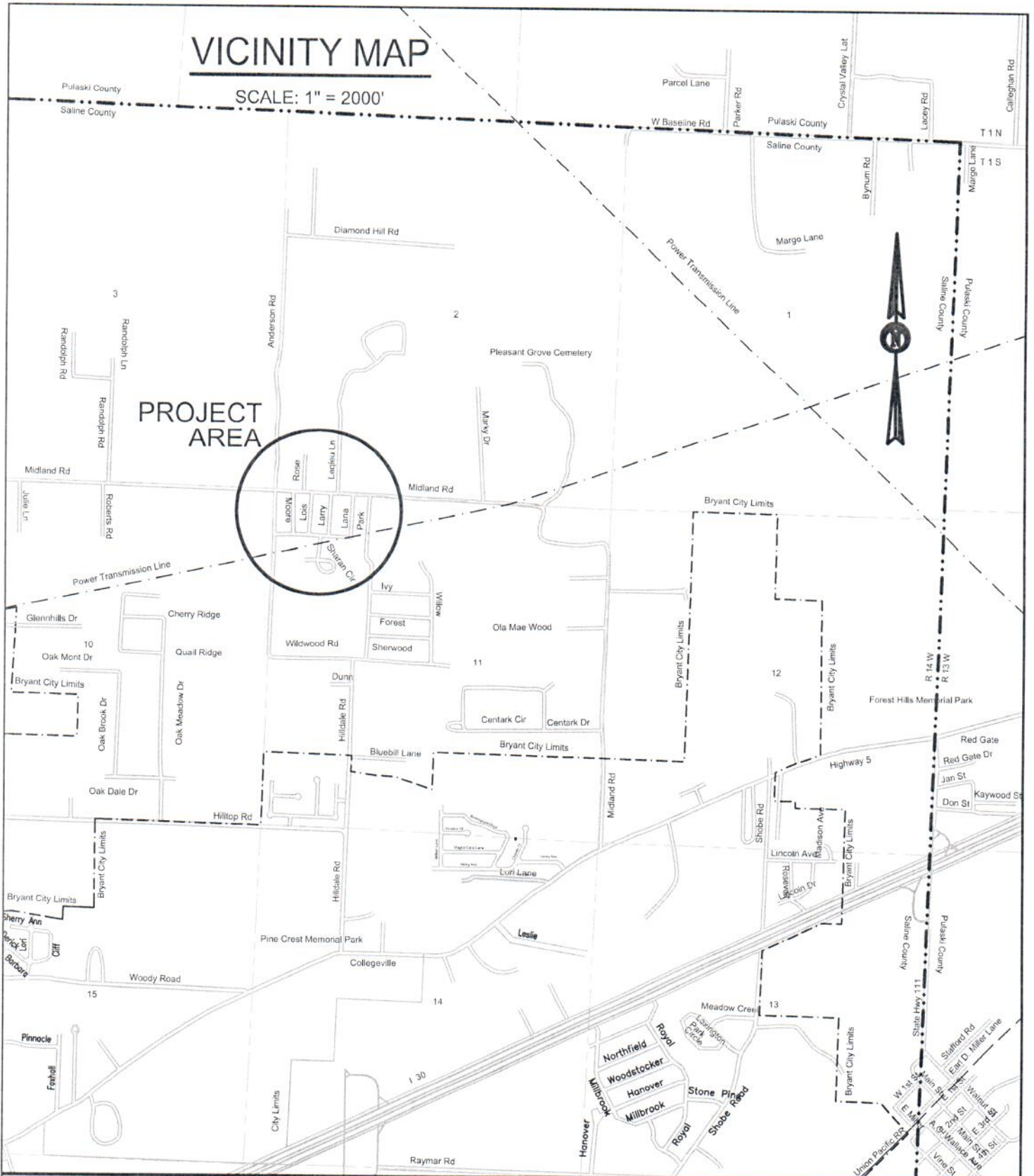
We would appreciate if this matter could be placed on the agenda for your next Water and Wastewater Committee meeting, which I understand is February 4th at 6:00 P.M. The Collegeville community will be represented by me and by Amanda Adaire from Central Arkansas Planning and Development.

Thanks for your consideration.

Michael Bolin
Michael Bolin & Associates, Inc.
P.O. Box 605
Benton, AR 72018
Phone: 501-776-2692
Fax: 501-776-2619

VICINITY MAP

SCALE: 1" = 2000'



MICHAEL BOLIN & ASSOCIATES, INC.
CONSULTING ENGINEERS
P.O. BOX 605, BENTON, AR 72018 (501) 776-2692
FAX (501) 776-2619 EMAIL: cmbolin@sbcglobal.net



ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE BRYANT WATER AND WASTEWATER DEPARTMENT TO ENTER INTO AN AGREEMENT WITH JACK TYLER ENGINEERING OF ARKANSAS FOR THE PURCHASE AND COMMISSION OF UPGRADE AND RETROFIT IMPROVEMENTS TO WASTEWATER PUMPSTATIONS INCLUDING CONTROL PANELS, MULTITRODE MULTISMART PUMP STATION MANAGER TECHNOLOGY, PUMPVIEW MONITORING EQUIPMENT AND PUMPVIEW MONITORING - ONE YEAR WIRELESS SUPPORT

WHEREAS, the City of Bryant Wastewater Department has thirty-five sewer pump stations; and

WHEREAS, the City has eleven sewer pump stations currently using Multitrode MultiSmart Pump Station Manager technology and Pumpview Monitoring; and

WHEREAS, it is desired that all City sewer pump stations operate on the same supervisory control and data acquisition (SCADA) system based on the current Multitrode MultiSmart Pump Station Manager, now in use; and

WHEREAS, Jack Tyler Engineering of Arkansas has submitted its proposal to provide the product and services for the installation, setup and commissioning of the system; and (see proposal/agreement attached hereto as Exhibit "A")

WHEREAS, Jack Tyler Engineering of Arkansas is the sole source supplier of Multitrode MultiSmart Pump Station Manager in this region; and

WHEREAS, §14-58-303 Arkansas Statutes Annotated requires that the governing body by ordinance may waive the requirements of competitive bidding in exceptional situations where this procedure is determined not feasible or practical or as provided under 14-58-104, provides for the Mayor to make a determination as to whether it is impractical to invite competitive bidding and requires confirmation by the City Council.

WHEREAS, the formal statutory bidding process does not provide sufficient safeguards for the citizens of Bryant in the acquisition of such specialized technology; and

WHEREAS, the acquisition method utilized by the Bryant Wastewater Department is more reasonably calculated to produce a reliable, cost-effective and efficient system to manage its sewer pump station system.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRYANT;

SECTION 1: That the Public Works Director of the City of Bryant is hereby authorized to execute the Agreement between the City of Bryant and Jack Tyler Engineering of Arkansas, said agreement being substantially similar to Exhibit "A" attached hereto.

SECTION 2: That no funding is appropriated by this Ordinance. Funding for the Jack Tyler Engineering of Arkansas proposal will be from funds appropriated in the Wastewater Department's annual budget.

SECTION 3: That the City makes a finding that an exceptional circumstance exists making competitive bidding neither practicable nor feasible, and that the requirements of competitive bidding should be waived pursuant to §14-58-303(b)(2)(B) Arkansas Statutes Annotated.

SECTION 4: That the cost-efficient and reliable provision of wastewater service is important to the health, safety and welfare of the citizens of Bryant, and the City should act as quickly as possible to install, setup and commission the necessary hardware and operating systems for the operation and management of the City's sewer pump stations; THEREFORE, an emergency is declared to exist and this Ordinance shall be in full force and effect from and after its passage

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BRYANT, ARKANSAS, on this the _____ day of _____, 2014

Jill Dabbs, Mayor

ATTEST:
FORM:

APPROVED AS TO

Heather McKim, City Clerk

Richard C. Madison, Staff Attorney



JACK TYLER ENGINEERING OF ARKANSAS

6112 PATTERSON ROAD • LITTLE ROCK, ARKANSAS 72209
 (501) 562-2296 • (800) 562-2296 • FAX (501) 562-4273

<u>Stations</u>	<u>Description</u>
Stations 3 & 4 Upgrade Panel Type #1	Control Panel (not including Multitrode components) Multismart (MSU3PC2) Pumpview Monitoring Kit Pumpview Monitoring - One Year Wireless Plan Commissioning: 4 Hours per panel once it is installed and wired
Stations 8, 9, 10, 11, 12, 13, 14, 15, 16, 19, 20, 22, 23, & 24 Upgrade Panel Type #2	Control Panel (not including Multitrode components) Multismart (MSU3PC2) Pumpview Monitoring Kit Pumpview Monitoring - One Year Wireless Plan Commissioning: 4 Hours per panel once it is installed and wired
Station 18 Upgrade Panel Type #3	Control Panel (not including Multitrode components) Multismart (MSU3PC2) Pumpview Monitoring Kit Pumpview Monitoring - One Year Wireless Plan Enable VFD Control Software Commissioning: 6 Hours once it is installed and wired
Station 1 Retrofit Type #1	Multismart (MSU3PC2) Pumpview Monitoring Kit Pumpview Monitoring - One Year Wireless Plan Enable VFD Control Software Commissioning: 8 Hours once it is installed and wired
Stations 2, 17, 31, & 34 Retrofit Type #2	Multismart (MSU3PC2) Pumpview Monitoring Kit Pumpview Monitoring - One Year Wireless Plan Commissioning: 8 Hours per panel once it is installed and wired
Booster Station Retrofit Type #3	Multismart (MSU6MP2) Pumpview Monitoring Kit Pumpview Monitoring - One Year Wireless Plan Enable VFD Control Software Analog Input Board (4) Power Supply Battery Commissioning: 20 Hours once it is installed and wired



JACK TYLER ENGINEERING OF ARKANSAS

6112 PATTERSON ROAD • LITTLE ROCK, ARKANSAS 72209
(501) 562-2296 • (800) 562-2296 • FAX (501) 562-4273

Total Price for all Stations, including Booster Station & HWY 5 Tank

\$264,357.23

City of Bryant, Public Works Director, Monty Ledbetter, & Jack Tyler Engineering of Arkansas agree that this project will be directed at the discretion of the Public Works Director and completed in 2014.

2/13/2014 Monty Ledbetter, Public Works Director

Signature

Date

Sherman Eoff, Jack Tyler Engineering of Arkansas

Signature

Date

WARRANTIES

**Multismarts come with 6 year manufacturer's warranty*

**Multitrode Probes, Freight, and Sales Tax are not included in pricing*

**Jack Tyler Engineering of Arkansas will provide labor at no charge to correct installation or programming defects created by improper installation for a period of one year from commissioning date.*